The Office of this JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 5s.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

*** *A press of matter compels us to leave over several communications.*

The Solicitors' Journal.

LONDON, MARCH 8, 1873.

THE OBJECTS of the two Committees which the approaching revision of the bye-laws of the Incorporated Law Society has called into being, so far, at least, as they have been made public, are in many respects very similar, and the difference between them appears to lie chiefly in the machinery by which those objects are to be attained. Each Committee aims at making the Council more thoroughly representative, and at improving the method of election, so as to enable country members and others unable to be present at the general meeting to give their votes. These, we believe, are the only points yet raised, but it seems probable that when the draft bye-laws are issued by the Council for consideration, other matters may arise for discussion.

Under the present bye-laws one third of the Council retire at the Annual General Meeting and are immediately re-eligible. Each candidate for a vacancy is separately proposed, and the election is decided by show of hands unless a ballot be demanded—in which case it takes place immediately, and is open for two hours only. It is a condition precedent to the election of any candidate that his name should, not less than seven days prior to the general meeting, have been transmitted in writing to the secretary, whose duty it is immediately to post it in the hall. The objections to the decision of a contested election by show of hands are numerous and serious. Such a decision must be upon the merits of each candidate individually; opposition is apt to become personal and painful, and if the contest be close or hostile it gives rise to excitement and angry feeling, and leaves behind it rancour and bitterness. It is a further objection to the present system that it necessarily confines the election to the members actually present at the meeting, and gives no opportunity to absentees to express their opinion.

To meet this latter objection, we understand that Mr. Lewis proposes that longer time shall be allowed for the ballot, if demanded, and that prior to the meeting a form of proxy shall be sent to every member taking out a country certificate. This alteration, if adopted, while it would give country members a voice in the election, would afford no relief to those London members who may be unavoidably detained from attending the meeting, and would not remove or materially modify the former class of objections. In the opinion of the Committee of which Mr. Finch is chairman, the introduction of proxies in any form is in itself open to serious drawbacks, the chief of which is that, however guarded in its terms, a proxy can only be a delegation to another of a right to vote, given before the meeting at which it is to be used, and, therefore, before the arguments used at such meeting can have been heard or read. As a preferable alternative, Mr. Finch's committee advocate that all future elections should be conducted by means of voting papers or lists, which are to be sent to every member of the Society. The adoption of this system would, in their opinion, remove the principal objections to the present mode of election without being open to those which are felt to the use of proxies. The Committee has not, so far as we know, stated the exact manner in which the change is to be carried out, but we presume that the voting papers would not be issued until after the General Meeting, would contain an alphabetical list of the candidates, and would require to be completed by the individual member. This plan, which appears to have been favourably entertained by the Council, would certainly ensure that the vote would be recorded without excitement, that it would be given upon a review of the whole list of candidates, and not npon any one singly, and would only be given after the member signing it had, either by being present at the meeting or from the public press, had every opportunity of ascertaining what could be said for or against the candidates.

There is, however, another question upon which Mr. Lewis and Mr. Finch's Committee are directly at issue. Mr. Lewis proposes that at every general meeting a certain number of the retiring members of the Council should for one year be ineligible for re-election—so that, to use his own metaphor, there should be a constant stream of new blood flowing through the governing body. Mr. Finch's Committee, while equally with Mr. Lewis deprecating the re-election, as a matter of course, of retiring members of the Council, consider that, in order to ensure the highest efficiency and experience in the governing body, no member of the Society should be disqualified for election. They urge—and as it appears to us with reason—that at a critical period it may be very important to the interests of the Society to re-elect a particular member, who may, nevertheless, if Mr. Lewis's proposal be adopted, be ineligible for re-election, and they allege that, inasmuch as by means of voting papers each member can express his individual opinion, it will only be from carelessness or want of moral courage that an inefficient member of Council will be re-elected.

Whatever may be the decision of the Society on these and other points which may arise, it must be matter for congratulation that so much care is to be taken in framing the new constitution, and we are satisfied that both the rival committees will unite in the hope that the result may be to strengthen the legitimate influence of the Society and the profession.

ON WEDNESDAY LAST the Lord Chancellor, sitting with Lord Justice Mellish, affirmed the decision of the Court below in the case of the *Earl of Aylesford* v. *Morris* (21 W. R. 188), and his elaborate judgment puts the doctrine on which that decision was founded in a clear light. As we have before pointed out, the ground for setting aside contracts of this class is not merely the high rate of the interest, or the harshness or extortion of the lender. It is true that the nature of the bargain may, as the Lord Chancellor said, "be capable of being a note of fraud," but it is the relative position of the contracting parties which determines the Court whether it will or not interfere between them. Youth, inexperience, and the necessity of secrecy, and of foregoing the advice of relatives, friends, and the family lawyer, plainly give the astute man of business many points of the game; and where the result of the connection between the spendthrift and the money-lender is a bargain extortionate on the face of it, the Court presumes that the power which circumstances gave the lender over the mind and will of the borrower was taken unfair advantage of for the benefit of the person possessing it. In technical language this is a presumption of "fraud;" and, as in all similar cases, the *onus* of rebutting it is cast on the person against whom it is made, who is accordingly called upon to show that his conduct in the transaction was fair and proper. In the present case the defendant was considered by the Lord Chancellor to have made no serious attempt to discharge himself of this burden.

In our first notice of *Aylesford* v. *Morris* (*ante* p. 121) we drew attention to the circumstance that while in

these cases the transaction is set aside as immoral and unconscientious on the part of the lender, the morality and conscience of the borrower are left to his own keeping. With regard to this it is not unsatisfactory to find that the Lord Chancellor has ordered the plaintiff to pay his own costs in the Court below on the express ground that he had no merits of his own to plead, and that, though entitled to the relief he asked, it was not unjust that he should obtain it at his own expense.

During the last few days the Northern Circuit has been in a state of some little commotion because the Attorney-General of England had apparently cast a slight upon his lesser brother the Attorney-General of the County Palatine of Durham. *De minimis non curat lex.* This, it was thought, was the principle upon which Sir John Coleridge had acted in the distribution of certain briefs relating to a case belonging to the Palatinate of Durham, and against this seeming indiguity the members of the Northern Circuit have solemnly protested. Shortly, the facts are these:—At the present Durham Assizes a woman named Cotton was to be tried for several acts of poisoning. The prosecution being a very important one was removed out of the hands of the local attorney and undertaken by the Government. Briefs in the case were sent by the Treasury, acting under the instructions of Sir John Coleridge, to four gentlemen of the circuit, of whom, it is sufficient, for our purpose, to say, that Mr. Aspinall, Q.C., Recorder of Liverpool, and Attorney-General of the county of Durham was not one. He had not been even consulted in the matter. *Hinc illæ lachrymæ.* It had always been considered that within the county, the Attorney-General, appointed as he is under the Queen's sign-manual was in a sense the representative of the Crown, and in the absence of a special patent could take precedence even of the Attorney-General of England himself. To these notions the conduct of Sir John Coleridge in the case referred to seemed a decided blow; and accordingly in vindication of the supposed rights of their Attorney-General, the Durham bar held on Sunday last a sort of indignation meeting and unanimously resolved to forward a remonstrance to Sir John Coleridge on the subject. In this resolution they expressly avoid "raising any question of right," but confine themselves to an expression of regret "that the Attorney-General of the County Palatine of Durham has not been entrusted with the conduct of the case of *Regina* v. *Cotton*," and conclude with the hope that "even now H.M. Attorney-General may feel it consistent with his duty to meet the wishes of the circuit." This we are inclined to think was cleverly as well temperately put. In reply Sir J. Coleridge sends a long and somewhat curious letter dated from "Westminster Hall." He begins by saying that it is "with real regret" that he is "altogether unable to comply with the wishes of the circuit." So far as Mr. Aspinall is concerned he says, "Mr. Aspinall has been made aware that it was through mere inadvertence and mistake that I did not avail myself of his services in the case of *The Queen* v. *Cotton*. He knows that no slight was intended, and I have told him that in the unlikely event of my having again to direct to whom the briefs in a Government prosecution at Durham are to be delivered, his wishes will have every consideration at my hands." After this expression of regret and avowal of "mistake and inadvertence," the Attorney-General then questions "the right of Mr. Aspinall to represent the Government at Durham." He mentions one or two precedents to show that the Treasury have never allowed the claim, and says that his opinion is at one with theirs on the matter. "If then," he adds, "as I think, there is no right, I am unable to perceive upon what ground the mess of the Northern Circuit should apply to the Attorney-General that any particular gentleman should represent him in any particular case." In other words, Sir John Coleridge "accuses" himself on the score of "mistake and inadvertence"; but "excuses" himself on the ground of right.

So far as the question of right is concerned, we are inclined to agree with the Attorney-General of England. Since the passing of the Act 6 & 7 Will. 4, c. 19, transferring all the franchises, forfeitures, and *jura regalia* of the County Palatine of Durham to "the King, his heirs and successors," the post of Attorney-General for that county can only be honorary; indeed, Sir John Coleridge says that the office, when "revived" after the statute, was distinctly "intended as an honour only." All the members of the Privy Council might as well expect to be summoned to a Cabinet meeting, and to take part in the counsels of the Sovereign, as for the Attorney-General of Durham to insist on a right to be consulted in a State prosecution, whether it belongs to Durham or anywhere else. Still, whatever the "right" of the thing may be, the consideration of etiquette and courtesy remains. Mr. Aspinall is a gentleman of undoubted ability and of great experience in criminal matters, and it is much to be regretted that the "mistake and inadvertence" referred to—which we presume is simply a circumlocution for ignorance at the time of the existence of such an office as Attorney-General at Durham—were committed. Of course, where no slight was intended, no slight can be received; and here, we venture to think, this little tempest may safely be allowed to lull itself to rest.

General satisfaction will be occasioned by the failure of the recent attempt to deal with County Court Judges on the footing of commercial travellers. It could scarcely be doubted that the Treasury Minute of last year, relating to the allowances for travelling expenses to be made to the judges appointed prior to 1870, must be withdrawn. The injustice of altering an understanding upon the faith of which the judges appointed since 1852 accepted their positions, was too obvious to be denied, and the pretext that by the terms of the circular of 1852 the arrangement by which the payment of a specified sum, in place of the varying sums mentioned in the statements sent in by the judges, was only to continue "until further directions," was disposed of at once by the fact that this circular was not communicated to judges appointed after 1852. The Minute was distinctly stated to have been withdrawn, and it is not likely that the pecuniary question which it raised will be re-opened. But upon other points of greater moment to the public at large it is to be regretted that more satisfactory assurances were not given. Mr. Gladstone, indeed, on behalf of the Treasury, disclaimed any title to interfere with the residence of the judges—that, he said, was a matter for judicial consideration—but it was not admitted that the opinions on this subject of Lords Cranworth, Campbell, Chelmsford and Cairns, would for the future in all cases prevail; and yet it would seem obvious that the saving effected by the residence of the judge within his district is not to be compared to the dangers arising from social intercourse between suitor and judge, from local prepossessions and local disputes. Still more is it to be regretted that no assurance was extracted, that for the future the journeys of the judges will be regulated by considerations of public convenience, and not by the desire to save a few pounds in railway fares. We hope Mr. James will not relax his efforts until he has succeeded in inducing the Treasury authorities to find some more useful employment for the industrious official who, as he said, with the aid of *Bradshaw* and a map, ordains the way in which the judges are to go to their courts. We cannot too strongly commend to the consideration of the Government the remark uttered by the Home Secretary the other evening in the House, that "no economy was more ill-advised or misdirected than that which interfered with the efficient performance of public duties."

On Tuesday last Lord Justice Mellish affirmed the decision of the Chief Judge in Bankruptcy in *Re Thorpe* (21 W. R. 327). The question was whether after the creditors of a debtor, who has presented a petition for liquida-

tion by arrangement or composition, have resolved to accept a composition, the Court of Bankruptcy has jurisdiction to restrain the proceedings in an action brought against the debtor by a non-assenting creditor, whose debt is included in the composition. The Lord Justice held that the Court of Bankruptcy has power, under section 72 of the Bankruptcy Act, 1869, to restrain an action by a creditor in a case of composition, just as in a case of bankruptcy or liquidation, but that it ought not to exercise that power where the objection to the composition is one which applies only to the case of the particular creditor who is bringing the action. But where the objection goes to the validity of the composition generally the action ought to be restrained, and the question ought to be determined by the Court of Bankruptcy once for all for the benefit of all the creditors: that Court having power, if it decides the composition to be invalid, at once to proceed against the debtor in bankruptcy. His Lordship said that one of the objects of the Act of 1869 was to put an end to the vexatious practice which prevailed under the Act of 1861, of creditor after creditor trying the question of the validity of a deed of arrangement in an action at law, as against the debtor alone. The practical convenience of this interpretation of the provisions of the Act of 1869 will be very generally appreciated.

THE EXCEPTIONAL LIABILITY imposed by law on the keepers of inns and the corresponding privilege of lien upon the goods of guests which they possess, render a precise definition of an innkeeper very desirable. In Bacon's Abridgment, an innkeeper is described as "a person who makes it his business to entertain travellers and passengers, and provide lodging and necessaries for them and their horses and their attendants." It was settled in *Thompson* v. *Lacy* (3 B. & Ald. 283) that a house of entertainment might be an inn, although it was called a tavern and coffee house and had no stables, and according to Bayley, J., in his judgment in that case, the true definition of an inn is a house where the traveller is furnished with everything he has occasion for whilst upon his way. This accords with the description in *Calye's Case* (8 Co. R. at p. 32a) of common inns as "instituted for passengers and wayfaring men," and coupled with the observations of Best, J., in the former case, with reference to lodgings being charged for at so much per night, appears to afford a tolerably accurate means of ascertaining what is an inn. But the question of who is the innkeeper is not always quite so easily answered. It seems that the man who has the licence to sell intoxicating liquors and who actually exercises that licence within the inn is not necessarily to be considered as the innkeeper. In *Dixon* v. *Birch*, the Court of Exchequer, in the sittings after last term, held that where a company were proprietors of an hotel, and the licence was taken out by the manager, he was not liable as an innkeeper for goods lost in the hotel, although his name appeared over the door as licensee, followed by the name of the company.

WE ARE INFORMED that a representation has been made to the Lord Chancellor, by the Council of the Incorporated Law Society, with reference to the appointment to the office of Clerk of Records and Writs, to which a correspondent drew attention in our columns last week. There is good ground for believing that since the abandonment of the original system under which each of the Clerks personally conducted the business of his division, aided by assistant-clerks appointed by himself, a reduction in the number of the former officials might be effected; not only without in the slightest degree interfering with the efficient conduct of the work of the office, but probably with advantage as regards uniformity of practice and general harmony of opinion. In 1855, the Master of the Rolls, after conferring with the Clerks of Records and Writs, decided not to fill up the vacancy occasioned by the death of Mr. Berrey, and from that time there have been three instead of four Clerks. On the recent decease of Mr. Murray it might have been expected that a similar inquiry would be instituted, since at all times, but especially in these days of administrative economy, the saving of a salary of £1,200 a-year might have been deemed to be no inconsiderable public gain. No such inquiry, however, appears to have been made, and the Master of the Rolls, although by the terms of the Statute 5 & 6 Vict. c. 103, s. 4, he is not bound to fill up vacancies as they occur among the Clerks of Records and Writs, has thought fit to appoint to the office his own son, transferring him from the under-secretaryship at the Rolls. We confess that we regard with deep regret this transaction, not merely because we think that the public interest would have been promoted by the abolition of the office—that is a matter on which Lord Romilly is quite entitled to have his own opinion—but, because, if the office is to be continued, the thirty years' service of a gentleman who was long ago pointed out by the leading members of the profession as peculiarly qualified for the position, ought not to have been overlooked. Most of all, however, we deplore the effect which this spectacle of paternal patronage is likely to produce on less exalted functionaries.

THE PROJECTED LAW REFORM.

The most prominent point made in favour of the Dublin University Bill by its principal supporter on Monday night last was the great diversity of the grounds on which it was objected to, and this defence, *valeat quantum*, is unquestionably open to the advocates of the Lord Chancellor's Bill for the institution of a Supreme Court of Judicature.

The other evening at a meeting of the Law Amendment Society, we heard two successive speakers, both apparently qualified to form an opinion on the point, and both professedly favourable to the measure in question, say, one that the Bill appeared to him all but revolutionary, and the other, that though doubtless good as far as it went, it seemed to him calculated to have but little practical effect. In the course of last week two periodicals (the *Law Magazine*, and the *Saturday Review*), have published articles on this measure, characterised by the same striking diversity of sentiment. In the opinion of the *Law Magazine* the Bill operates next to nothing, but the little which it does effect is the subordination of the doctrines of Common Law to those of Equity, and this so completely that the writer seems to think that nothing but "some fragments of the doctrines of the Common Law" have been "saved from destruction." The *Saturday Review*, on the other hand, regards the measure with alarm, as calculated to destroy the supremacy of equitable doctrines in this country, and even to cause "Equity as a great system of law to cease, not only to grow, but almost to exist." We are not ourselves much impressed with the forebodings of either critic, though, to a considerable extent, we agree with both.

That the direct and immediate effect of the Act (other than the few specific alterations of recognised principles effected by section 26) will be very slight, is not only incontrovertible, but was, we think, intentional; the apparent object being, not to revolutionise—nay, scarcely even to reform—our judicature, but rather to supply it with the power of gradually effecting the needful reforms, by the constant operation of the new principle—that of universal jurisdiction of Courts, and unlimited transferibility of causes—introduced by the Bill. It may be admitted that the principal effect of this provision will be—at least during the term of office of the existing Judges—the substitution of an extensive system of transfer and rehearing for the present system, in all those cases in which a plaintiff would now have his bill dismissed without prejudice to an action, or a defendant be driven, after defeat at law, to file a bill to restrain execution; and this alone would, in our opinion, be no small advantage: but it may further be reasonably expected that, as a new race of

Judges and counsel grow up, they will gradually become, as it were, acclimatised to the new atmosphere, and that these transfers will become less and less frequent, until some future generation (hardly the present or even the next) may perhaps find the ruling doctrines of the "fused" jurisprudence so universally recognised that no one Division will be more adapted than any other for dealing with any particular class of question. Even when (if ever) that time shall have come, there will still doubtless remain special aptitudes in individual Judges, and the power of transfer may be beneficially retained to meet these cases, but subject to this, the subdivision of classes of cases made by the Bill will exist simply for the convenient despatch of business, with no more practical effect on litigation proper than is now produced by the remains of the originally distinct jurisdictions of the several Courts of Common Law.

But during the process of this transformation the danger so deprecated by the *Saturday Review may* (we cannot say *will*) have a real existence. If we could suppose the existing Common Law Judges to be filled with the jealousy of their now pre-eminent rival which actuated the contemporaries of Coke and Ellesmere, and with a determination not only themselves to ignore the obnoxious jurisprudence which by the Bill they are directed to administer, but to prevent the interference of other judges, differently minded, by factiously refusing to make orders for transfer to the Second Division; it might indeed be that the interference of Parliament would be required to prevent the suppression and gradual extinction of those doctrines which the *Saturday Review* so justly describes as "the higher jurisprudence," and which the present Bill expressly says are to prevail in every case of conflict. It will, however, be recollected that, at present at least, the doctrines of Equity will have the preponderance of representation in the Court of Appeal,* and further that the power of transfer reserved to the Lord Chancellor by the 37th section may, if necessary, be so interpreted as to override any supposed resistance on the part of the Judges of the First, Third and Fourth Divisions: that power is indeed, as we have before remarked,† limited in a very peculiar and probably inconvenient way, but we do not doubt that if so extreme a case as we have suggested were to occur in practice, *some* means would be found of putting in force the provision. But in truth we cannot presuppose any such conspiracy on the part of the Common Law Judges as suggested; indeed the probabilities are, we think, that they will be only too anxious to transfer all doubtful business to the Second Division, and that the new arrangement will be more likely to break down from the accumulation of business before the Judges of that Division than from any such starvation of Equity as the *Saturday Review* seems to apprehend.

Since our last notice of this measure, we have heard that the question of Local Courts is intentionally postponed till next session, and that it is proposed then to carry into effect, in substance, the recommendations of the Judicature Commission for the extension of the Jurisdiction of the County Courts; we have already expressed our objections to these recommendations, and sincerely trust that our information may prove erroneous; but however that may be, the very existence of such a rumour affords good reason why those who think that country Courts of First Instance should be established, not by increasing the duties of Judges of Inferior Courts sitting alone, but by establishing in convenient places in the country "Divisional Courts" served by Judges of the High Court itself, ought strenuously to labour for the incorporation of this most desirable reform into the present Bill, of which it naturally forms an integral part.

* We say this on the assumption that the Judicial Peers who now attend the House of Lords will all—or all except Lord St. Leonards—act as additional judges of the Court, and that—as is rumoured on apparently good authority—it is intended to appoint one Equity and two Common Law Judges as the three new ordinary Judges of Appeal. This would give, even counting Lord Chelmsford and Lord Justice Mellish on the Common Law side, seven Equity against six Common Law and two Indian Judges, and the latter are, from their previous judicial training, peculiarly likely to advance the interests of the desired "fusion."

† Page 325.

CONTRACTS TO TAKE SHARES.

1. Amalgamation of Companies.

Nearly six years have elapsed since Lord Hatherley professed himself utterly at a loss to define what the "amalgamation" of Joint Stock Companies is. The words to which we refer will be found prefacing the judgment in *Re Empire Assurance Corporation, Ex parte Bagshaw* (15 W. R. 889, 891, L. R. 4 Eq. 341, 347). "It is difficult," said his Honour, then Vice-Chancellor Wood, "it is difficult to say what the word 'amalgamate' means. I confess at this moment I have not the least conception of what the full legal effect of the word is." Six years have elapsed, and so-called "amalgamations" we have had by the score; but from a definition of the word, or a right understanding of its meaning, we seem to be, if possible, further removed than ever. It is a word whose signification seems to be perpetually eluding the understanding of the person who utters it even at the moment it passes his lips; or if the speaker himself knows what he means by it, the chances are ten to one that it is understood in some other sense by the hearer. In the European Arbitration, the word has been tabooed altogether. "Nobody," said Lord Westbury, in *Blundell's case* (*ante*, p. 87) "uses it with any definite meaning"; and the word which his Lordship has suggested to replace it, the word which will best express that peculiar process by which one Joint Stock Company endeavours, usually with indifferent success, to merge itself in another, and to put an end, so far as it can, to its own existence, is a "welding"; a word which necessarily implies the rule of law that one company cannot so sink its existence in that of another, cannot so vanish into thin air and leave its creditors gazing blankly into space, as under the guise of "amalgamation" it will endeavour to do; that its existence must necessarily continue until its liabilities have been discharged, until every creditor who is interested in the prolongation of its existence has received that satisfaction of his claims which he is entitled to demand.

It is not our purpose in the present article to inquire into the circumstances which usually attend "amalgamations" or "weldings" of this description. From the annals of the companies absorbed in the Albert or the European Companies, many an interesting lesson on this subject might be drawn. On the present occasion, however, we propose to confine ourselves entirely to that portion of the subject which concerns the shareholder of the absorbed or transferor company.

Agreements for or provisions respecting the transfer of the business of one company to another, commonly provide, by stipulations more or less stringent, for the shareholders in the transferor company exchanging their shares in that company for shares, presumptively of the same value proportioned in number or otherwise, in the company to which the transfer is effected. Now, we may state at once that it is well settled that, upon such a transaction as this, a majority of shareholders in the transferor company cannot bind a minority to take shares in the transferee company. No individual shareholder in the one can become a shareholder in the other but by his own free will and his own express assent. For this position it is only necessary to refer to such cases as those in the matter of the Bank of Hindustan, *Los' case* (13 W. R. 883), *Higgs' case* (13 W. R. 937, 2 H. & M. 657), *Martin's case* (13 W. R. 988, 2 H. & M. 669); and again, *Ex parte Bagshaw* (15 W. R. 889, L. R. 4 Eq. 341), to which we have before referred; and *Re London, Bombay and Mediterranean Bank* (15 W. R. 1057). Whether if the articles of association of company A. contained an express stipulation that the di-

rectors should have power to make the shareholders in company A. shareholders in company B., C., or D., these words would be effectual it is unnecessary to inquire. Possibly this might be the case, as such words might satisfy that which is the condition precedent to fixing any person as a shareholder in a company registered under the Companies Act, 1862—viz., that he has "agreed to become a member" of the company in respect of which it is sought to bind him. But in all cases and under all circumstances the proposition will hold good that, in ascertaining the persons who are shareholders of any company, you must show in respect of every individual that he has agreed to become a member of that particular company.

This being so, the question is, in the case of an "amalgamation" or a "welding" as in every other case, simply one of fact. If this be borne in mind it is believed that all the cases, at first sight apparently not free from difficulty, may, to a great extent at least, be reconciled with each other. Taking first the cases in the Empire Assurance Corporation, of which there are several, the facts are these—The Empire Assurance Corporation was a company registered in 1865, one of whose objects, as defined in its memorandum of association, was "the purchase of the business of other assurance companies, and the doing of all such things as are incidental thereto." In pursuance of this object the Empire absorbed, or amalgamated with, or welded into itself, several other companies, one of which was the City and County Assurance Company. Mr. Bagshaw was a shareholder in the last-mentioned company, who, upon the so-called amalgamation, was informed that "in accordance with his application and the deed of arrangement between the City and County and Empire Companies," the directors of the Empire had allotted him shares in that company. Mr. Bagshaw replied that he had made no application, and that he knew nothing about the matter, and requested information. The Empire, however, sent him share certificates, (which he immediately returned), and put him on the register. The winding up almost immediately followed, and on Mr. Bagshaw moving for rectification of the register, his name was of course taken off. This was *Ex parte Bagshaw* (15 W. R. 889, L. R. 4 Eq. 341).

Challis' case and *Somerville's case* (19 W. R. 453, L. R. 6 Ch. 266) were in the matter of the same two companies. Challis acknowledged the receipt of the share certificates, and retained them. Somerville took no notice whatever of the communication, and remained perfectly passive, the former was held to have become a shareholder in the Empire, while the latter had not. Another very recent case in the same company is *Ex parte Dougan*. This case is now under appeal, and it is unnecessary here to refer to it further than to say that Dr. Dougan's application for shares was there held to be conditional on the completion of an amalgamation which was invalid and void, and, this being so, it was held that he was not a contributory. Now these cases are all referable to the ordinary principles upon which the membership or non-membership of any alleged contributory are to be determined. In *Ex parte Bagshaw* there was evidently no agreement to become a member. In *Challis' case* the offer made by the company was by acknowledgment of the share certificates accepted by the person to whom the offer was made. In *Somerville's case* there was the offer, but no acceptance; and, therefore, on the principle that there must be two parties to a contract, no agreement was completed.

Leaving the Empire Assurance Corporation, let us see what the remaining cases are. *Alabaster's case* (17 W. R. 134, L. R. 7 Eq. 273) was a case of non-communication of the allotment. There might be a difficulty in resting this case simply on the ground of the application for shares being part and parcel of the void amalgamation—for in this respect some collision might arise with *Hare's case* (17 W. R. 628, L. R. 4 Ch. 503) and *Challis' case* (19 W. R. 453, L. R. 6 Ch. 266). In both the last-mentioned cases the liability of the shareholder as a contributory was held to be independent of any question as to the validity or invalidity of the amalgamation. And although, having regard to the difference of the circumstances in those cases, it is conceived that no such difficulty need necessarily be held to exist, still there is this clear independent ground for the decision in *Alabaster's case* that no allotment of shares in the transferee company ever reached the shareholder's hands; and that (for this must be added for a reason which will presently appear) the case was one in which a communication of the allotment was necessary. *Stace and Worth's case*, (17 W. R. 751, L. R. 4 Ch. 682) was to a great extent analagous to this. The persons whom it was there sought to fix with liability had been directors of the transferor company, and had acted as directors of the transferee company. The agreement for the amalgamation of the companies was held to be void, and therefore, so far as their office was concerned, it was held that the directors were not fixed with liability as shareholders in the transferee company, for their office had been only that of members of a board having a provisional existence under an amalgamation which turned out to be void. Except in so far as a contract was to be inferred from directorship, there had been no separate and independent contract to take shares, and therefore, no contract having been concluded, no liability as shareholder had ever attached. *Hare's case* (17 W. R. 628, L. R. 4 Ch. 503) is the one remaining case in which the shareholder was retained on the list of contributories. In that case it may be assumed that the amalgation was void; but there was this fact that Mr. Hare applied for shares in the transferee company, and shares were allotted to him upon that application. It is unnecessary to go into the subsequent circumstances. It remained that at the date of the commencement of the winding up Mr. Hare had become and continued to be a member, and therefore on the principle established by the House of Lords in *Oakes* v. *Turquand* (15 W. R. 1201, L. R. 2 H. L. 325) he was necessarily liable as a contributory.

Now in all these cases it is clear that the decisions proceed upon the ordinary principles by which the liability or non-liability of any alleged contributory must be determined. Starting with the rule that no shareholder in the transferor company can be compelled to become a shareholder in the transferee company against his will, ths matter is reduced to a question of fact. It remains, however, that the contention may always be raised that the application for the transferee company's shares was not absolute, but conditional upon the proposed amalgamation being carried out. This is the point which was raised, and upon which the alleged contributory succeeded before the Vice-Chancellor Wickens in escaping liability in *Ex parte Dougan*. It may be a question whether in all such cases a condition of this kind might not, as a matter of common sense, be *primâ facie* inferred from the very nature of the transaction.

We cannot leave the subject of shareholders in amalgamated companies without calling attention to one point in which the rules with respect to binding contracts to take shares, must, under such circumstances, be modified from those which obtain in the ordinary case. In the case of an amalgamation, the agreement between the companies ordinarily provides that shareholders in the transferor company shall, upon their application, be entitled to shares in the transferee company, proportioned in number and value to their holdings in the transferor company. The transferee company is thus under a direct obligation to allot to each shareholder, if he accept the allotment, a certain definite number of shares. Upon notification, therefore, to the shareholder of the provisions of the agreement for amalgamation, if he write back to the company accepting the offer of the transferee company's shares thus made to him, a com-

pleted contract will be concluded without notice to the shareholder of allotment of the shares to him. Thus communication of allotment may, in this case, be dispensed with. To this effect are the cases in the United Ports Insurance Company, viz., *Tucker's case* (20 W. R. 88) and *Adams' case* (20 W. R. 356, L. R. 13 Eq. 474). The distinction in these cases is of course clear. The transaction amounts to an offer by the company of a definite number of shares, and an acceptance of that number by the shareholder. No communication of allotment can render this contract more complete than it is already.

It will now be seen why it was said above with regard to *Alabaster's case* that that case was one in which communication of the allotment was necessary. In *Alabaster's case*, just as in those which we have just been considering, the shareholder was entitled, on his application, to a definite number of shares in the transferee company, and there is therefore no doubt a difficulty in that case in holding that Mr. Alabaster was not bound by his application, without anything further. The case, in fact, trembles on the verge of, if it does not actually fall within, that class of cases which turn upon conditional application. We do not propose to pursue this question further at present: so large a subject requires independent treatment. We will only add that, unless the cases of shareholders in the amalgamation of companies can be reconciled independently of the question of conditional application, it will be difficult to reconcile them at all. It is scarcely conceivable that in any case the shareholder's application can have been made without reference to the amalgamation.

One more case, of which a report will be found in the *Weekly Reporter* this week, *Ex parte Perrett*, completes for the present the series of cases which we have been here considering. Upon the amalgamation of a limited with an unlimited company (the latter being the same United Ports Company to which we have before referred) a shareholder filled up and returned the printed form of application for shares in the transferee company, adding in writing the words "if limited." A letter of allotment of shares was sent "in pursuance" of his application, and he subsequently applied for and received the share certificates, and raised no objection before the winding up of the unlimited company commenced. The contention of conditional application was here raised in vain. To add the words "if limited" in the case of a company whose name, by omitting those words, showed clearly that it was not a limited, but an unlimited, company was without meaning. If objection could have been raised at all, it should have been raised at the time of allotment; and, therefore, both by contract and by *laches* Mr. Perrett was fixed with liability.

Medical Evidence.—In an interesting paper by Mr. T. Cousins on "Medical Jurisprudence," read before the Portsea Island Society for the culture of science and literature the author criticized the unnecessarily technical and highly fanciful language in which such reports and evidence were sometimes couched. He said, "a court might be told that the integuments were reflected from the thorax, and the costal cartilages laid bare, when a wound was found which had penetrated into the anterior"; "mediastinum had involved the arch of the aorta;" &c. A simple cut in the skin was described as "an incision in the integuments." In a case of alleged child murder, a medical witness being asked for a plain opinion of the cause of death, said that it "was owing to atelectasis, and a general engorgement of the pulmonary tissue." On a trial for an assault, a surgeon, in giving his evidence, informed the Court that on examining the prosecutor, he found him suffering "from a severe contusion of the integuments under the left orbit, with a great extravasation of blood, and ecchymosis in the surrounding cellular tissue, which was in a tumified state," and that there was also "considerable abrasion of the cuticle." The Judge asked, "You mean, I suppose, that the man had a black eye?" The witness answered "Yes." Whereupon his Lordship remarked, "then why not say so at once?"

RECENT DECISIONS.

EQUITY.

Deterioration of Property between Contract of Sale and Completion.

Phillips v. *Silvester*, L.C., 21 W. R. 179.

We commented on the authorities under this head last year (16 S. J. 394). The decision in *Phillips* v. *Silvester* establishes that, as a general rule, a vendor who continues in possession, as he is entitled to do, until the purchase-money is paid and the conveyance accepted, comes under the same obligation as a mortgagee in possession to maintain the property in a proper condition. When the purchase has been completed, and the accounts between him and the purchaser come to be taken, he will, like any mortgagee in possession, be allowed sums expended by him in necessary repairs, and will be charged with all the consequences of permissive waste on his part. The right of the vendor to insist upon retaining possession until he is paid can only be exercised, according to the Lord Chancellor, upon the terms of his undertaking the duties of the possession while he insists upon retaining possession. He is not a bare trustee of the legal estate for the purchaser, pending completion, but he is a trustee having active duties to perform in relation to the property. If, indeed, the property were in such a condition that the expense of the necessary repairs might be greater than the property would bear, he might possibly exonerate himself by giving notice to the purchaser that unless he put him in funds in order to make the necessary repairs, he must leave the property to take its chance; but under ordinary circumstances the vendor must advance the necessary funds.

But if the vendor continues in possession only because the purchaser will not complete, and deterioration ensues, the question will be, at what time the title ought to have been accepted; or, in other words, at what time a good title was shown; and the vendor may not be answerable for subsequent deterioration (*Binks* v. *Lord Rokeby*, 2 Swans. 222). And where completion was delayed for thirteen years, the vendor continuing in possession all the time, Lord Langdale, M.R., threw the entire loss from deterioration on the purchaser—it appearing that a good title was shown by the abstract originally delivered, and that he might have taken possession then (*Minchin* v. *Nance*, 4 Beav. 332). *Phillips* v. *Silvester* was the converse of *Minchin* v. *Nance*. The delay in completion was the fault of the vendor and his representative, and his representative was accordingly fixed with the consequences of permissive waste during the interval. The decree made will be found in the report of the case in the Court below (20 W. R. 406).

Statute of Limitations (3 & 4 Will. 4, c. 27), s. 26—Concealed Fraud.

Vane v. *Vane*, L.JJ., 21 W. R. 252.

The 26th section of the Statute of Limitations, after providing that in every case of a concealed fraud, the right of any person to bring a suit in equity for the recovery of lands of which he has been deprived by such fraud shall be deemed to have first accrued at the time of the discovery of such fraud, terminates with a proviso that nothing in that clause contained shall enable an owner of lands to have a suit in equity for the recovery of such lands, on account of fraud, "against any *bonâ fide* purchaser for valuable consideration, who has not assisted in the commission of such fraud, and who at the time that he made the purchase did not know, and had no reason to believe that any such fraud had been committed."

It is pretty clear that, by this careful description of the purchaser as against whom the right to bring a suit is not to be extended, the Legislature meant to designate a person who could not be adequately described by the common expression, "a purchaser for valuable con-

sideration without notice." But until the above case there seems to have been no judicial exposition of the exact *differentia* between the kind of purchaser described in the section and "a purchaser for valuable consideration without notice." The Lords Justices have now laid down, (1) that by the expression "a *bonâ fide* purchaser" is meant a person who is in truth and substance really a purchaser, and not, for example, a donee taking a gift under the form of a purchase; and (2) that the subsequent words of the section are intended to operate so as to exclude the application against such a purchaser of the doctrine of constructive notice, but not so as to exclude the rule that where the purchase is negotiated through an agent, the actual knowledge of the agent, the purchaser's *alter ego* in the transaction, is equivalent to the actual personal knowledge of the purchaser himself.

COMMON LAW.

Liquidated Damages.

Lea v. *Whittaker*, C.P., 21 W. R. 230, L. R. 8 C. P. 70.

Whether or not it was right in the first instance to relieve against penalties which parties have by their own contract subjected themselves to, the practice has long since become far too fixed, both at Law and in Equity, to be now questioned. Nor is the rule productive of so much inconvenience as is often charged upon it, if only the cardinal maxim is kept in mind, viz., that if the sum is really intended as the compensation, assessed beforehand, for breach of the agreement, that intention is to be observed; but that if, on the other hand, it is so out of proportion to any probable damage that may ensue, that it appears designed (or if, from any other circumstance, it appears designed) to express the extreme repugnance which the obligee of the penalty feels to the breach of the contract so guarded, it will be treated strictly as a penalty, and specific performance, with the actual damage resulting from its breach, substituted for it. In the present case the question arose under a contract of sale, by which a sum of £40 was paid by each of the contracting parties to a stake holder, to be forfeited by the one who broke his contract, "as and for liquidated damages." The case may be said to have been ruled by *Hinton* v. *Sparkes* (16 W. R. 360, L. R. 3 C. P. 161), where the plaintiff sued on an I O U given by the defendant in lieu of the sum of £50, which ought, according to the terms of the contract, to have been deposited by him with the plaintiff, to be forfeited on the defendant's failing to complete. It was there pointed out by Bovill, C.J., that in no case had the rule as to holding such an agreed sum to be a penalty, in the strict sense, been applied, where the sum had been made a deposit; and that remark was still more applicable to the present case, where the deposit was placed in the hands of a stake holder. In the present case, however, the question arose in an unusual form. The deposit had been made; the defendant had failed to complete; but the stake holder had refused to pay over the deposit to the plaintiff, who had apparently recovered an unprofitable judgment against him. The plaintiff, therefore, now sought to recover the actual damages from the defendant; but the same construction, which would have prevented the defendant from recovering back the deposit, now protected him from being sued for damages. It would seem to follow that the plaintiff could not have maintained a suit for specific performance; by the decision of the Court the defendant had already performed his contract.

It is stated that Mr. Brocket, of Spains Hall, Chipping Ongar, Essex, the oldest bencher of the Middle Temple, is dead. He was ninety-one years of age, and was called to the bar in 1812.

A very sad occurrence took place at Devizes on Thursday last. Mr. Wittey, a solicitor, dropped dead of heart disease in the Assize Court. He had hurried in to attend to a case which was then going on. He had been Mayor of Devizes, and was admitted in 1841.

COURTS.

ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord Cairns.)

Feb. 12—*Re Medical, Invalid and General Life Assurance Society, Count D'Alté's case.*

Life assurance company—Transfer of business of one company to another company—Novation—Policyholder resident abroad—Payment of premiums by agent—Agency of company in receiving premiums.

D., a policyholder of the M. Life Assurance Society, on going abroad, directed his solicitors to pay the premiums becoming due on his policy. During his absence, the M. Society transferred its business and liabilities to the A. Assurance Company, by virtue of a deed of amalgamation which contained a proviso that those policyholders of the M. Society who refused to take policies of the A. Company in exchange for their own, might keep the latter on foot by paying their premiums to the A. Company. There was no evidence that any notice of the transfer was sent either to D. or his solicitors, but the latter proceeded to pay the premiums at the A. Company's office, and received receipts bearing its name. D. afterwards returned to England, and continued to pay his premiums to the A. Company, taking its receipts, which were the only notice of the transfer he ever received. He also addressed a letter to the A. Company, asking what was the selling value of his policy, but no negociation for sale was entered into. Subsequently the A. Company and the M. Society were wound up.

Held, that no novation had taken place between D. and the A. Company, and that he continued to be a creditor of the M. Society.

The question in this case was whether John Charles de Horta, now Count D'Alté, was entitled to prove against the Medical, Invalid and General Life Assurance Society or against the Albert Life Assurance Company, in respect of a policy granted by the former society on the 14th May, 1850.

This policy was numbered 2,598, and provided that if Count D'Alté should pay to the Medical Society on the 14th of May and the 14th of November in each year the sum of £43 10s., his representatives at his death should be entitled to the sum of £3,000. The policy was issued without participation in profits.

In the year 1855 Count D'Alté left England, after having previously paid all premiums due upon the policy, and after instructing his solicitors, Fladgate, Clarke & Co., to continue to pay them as they should become due. From that date until May, 1860, they duly paid the premiums on Count D'Alté's behalf to the Medical Society, and received its receipts.

On the 21st September, 1860, the directors of the Medical Society entered into an agreement for the transfer of its business assets and liabilities to the Albert Life Assurance Company, which agreement was finally carried out by a deed of amalgamation of the 14th March, 1871. This deed contained a proviso, that such policyholders of the Medical Society who should decline to accept substituted policies of the Albert Company, in place of their old policies, should be entitled to keep their own on foot, by paying the premiums in respect thereof to the Albert Company, which should undertake the liabilities of the Medical Society in respect of such policies.

After the date of this transfer the Medical Society ceased to carry on any separate business. A circular announcing the transfer was sent by the Albert Company to the policyholders in the Medical Society, but there was no evidence that such notice was sent either to Count D'Alté or his solicitors. It appeared that Count D'Alté was still abroad at the date of the transfer, and that he was wholly ignorant of its either having been contemplated or having taken place. It also appeared that no fresh policy in substitution of his own was ever offered to him by the Albert Company (for which exchange provision was made in the agreement of the 21st September, 1860), nor was his policy at any time endorsed, nor had he any notice of the transfer made thereon by the company; but it remained till the date of winding up the Albert Company in the same state in which it was originally granted by the Medical Society.

* Reported by W. Bousfield, Esq., Barrister-at-law.

On the 15th November, 1860, Fladgate, Clarke & Co. paid the preminm then due on Count D'Alté's policy at the office of the Albert Company, and received a receipt as follows:—

"Albert and Medical Life Assurance Company,
7, Waterloo-place, Pall-mall, London, S.W.
Receipt No. 379a.
Policy No. 2,598. 15th day of November, 1860.
Received the sum of £43 10s. for six months premium ending the 14th day of November, 1860, according to the tenor of policy above enumerated, and issued by the Medical, Invalid and General Life Assurance Society."

The receipt was signed by two directors of the Albert Company.

No evidence could be found as to the reason why Fladgate, Clarke & Co. made a change in the place for paying this premium, though search had been made in their books and papers. From the date of this payment till the end of the year 1862, Fladgate, Clarke & Co. continued to pay the premiums at the Albert Company's office, and received receipts of the same form as that of the 15th November, 1860, except that those during the year 1862 were headed "Albert, Medical, and Family Endowment Life Assurance Company."

At the commencement of the year 1863, Count D'Alté returned to England for the first time since 1855, and himself proceeded to pay the premiums on his policy; but finding that his solicitors had been paying them at the office of the Albert Company, he continued the same practice up to the date of the company's being wound up. The receipts given to Count D'Alté for these payments were headed in the same manner as those of the year 1862, except that those from the year 1865 were headed "Albert Life Assurance Company," and those from November, 1866, were endorsed with the words "Med. Policy No. 2,598."

In November, 1864, Count D'Alté addressed a letter to the Manager of the Albert Company, asking for information as to the surrender value of his policy; to which letter he received a reply. No further action was however taken by Count D'Alté in the matter.

In the year 1869 the Albert Company was ordered to be wound up, and subsequently a further order was made for winding up the Medical Society. Count D'Alté claimed that there had been no novation between him and the Albert Company, and that he was entitled to prove for the value of his policy against the Medical Society.

Cecil Russel, for Count D'Alté.—The Albert Company was properly an agent for the Medical Society in receiving Count D'Alté's premiums, which he on his part was right in paying to it, under the provision of the amalgamation deed that the Albert Company might receive premiums from those policyholders of the Society who had not exchanged their policies. The Albert Company was bound to offer policies in exchange for those of the Medical Society. No arguments drawn from cases upon participating policies have any application here.

O. Morgan, Q.C., for the official liquidators of the Medical Society.—This case is governed by others decided in this arbitration, which decide that a policyholder who pays his premium to a transferee company without protest, is bound thereby. The difference between this case and others is, that it is asserted that no notice of the transfer was sent to Count D'Alté. He was no doubt abroad at the time, but the *onus* lies upon him to prove that no circular announcing the transfer was received by him or his solicitors, who were agents not merely for paying the premiums, but for every other purpose connected with the policy. He was also bound by the receipts which showed that there had been an amalgamation with the Albert.

Lord CAIRNS.—They might perhaps be notice of the clause in the amalgamation deed, which provided that premiums might be paid to the Albert as agents for the Medical Society.

O. Morgan, Q.C.—It is necessary for Count D'Alté to show why he paid the premiums to the Albert, and this he does not do. I am entitled therefore to presume that when he paid them he assented to the transfer. He made no protest as in *Dorning's Case*, 16 S. J. 673. The letter of Count D'Alté of November, 1864, addressed to the Albert for the purpose of asking what was the value of his policy is conclusive against him. This was written four years after the amalgamation, and one year after his return to England, and assumes that the Albert was liable upon his policy.

Lord CAIRNS.—If he had before his letter accepted the liability of the Albert, no doubt it would show that he wanted to be informed by how much they would be benefited by the sale of his policy; but if he had not previously accepted its liability then his application would only proceed on the former status of the Albert as agent for the Medical.

O. Morgan Q.C.—It surely goes to a much further extent and shows Count D'Alté to have considered the Albert Company as his debtors, which was in fact the case, as they could not have repudiated payment upon his policy, had he died before the winding up.

Lord CAIRNS said that in disposing of this case he should not refer to previous decisions in the Arbitration respecting novation, with which he was still perfectly satisfied. Here the facts showed that no change of the liability of the Medical Society had taken place. Count D'Alté had appointed his solicitors to be his agents for one purpose only, which was to pay the premiums upon his policy; and if they had assented to a transfer of the liability upon it to the Albert, he should have held here that they had exceeded their powers. But as it was, no offer to exchange the policy had been made to them, though even if that had been done, he would not have held such a notice to them to be a constructive notice to Count D'Alté. When Count D'Alté returned to this country, no notice was sent to him, nor was any step taken to inform him of the transfer to the Albert Company. He found that his agents had been paying his premiums at the Albert Office and had received receipts in the various forms mentioned. He then continued what they had previously done. If it could have been proved that notice had been sent to him, and that he had acted upon it without saying anything, then the case would have been different, and he would have been fixed with accepting the liability of the Albert Company. In this state of things the letter, which was written by Count D'Alté to the Company respecting the value of his policy, was put in, and it was contended that this conclusively fixed him with assent to the transfer. This however was not the case; it did not appear that this letter was a negociation or treaty, but merely a question, which contemplated his keeping his policy, if it were worth his while to do so. It was in fact only *idem* for *idem*; if he had before accepted the liability of the Albert Company, then the application would have been considered as made on that footing, but as it was, it was a mere inquiry which did not alter the status of the parties in the least. It would therefore, be declared, that Count D'Alté had not transferred his claim against the Medical Society to the Albert Company. Count D'Alté would be given his costs.

Solicitors, *Kendall & Congreve*; *Beachcroft & Thompson*.

COURT OF BANKRUPTCY.

(Before Mr. Registrar SPRING-RICE.)

Feb. 15—*Ex parte Attenborough, re Flack.*

A trustee under a liquidation, in answer to an application by a solicitor for payment of the amount of his bill, produced his accounts, duly audited, showing that he had disbursed the whole of the funds received by him.

Held, that the Court had no authority to go behind the order.

This was an application by a solicitor, who had filed a petition for liquidation by arrangement on behalf of a debtor, for an order on the trustee for payment of the amount of his bill of costs up to the first meeting.

The petition was filed in January, 1871, and at the first meeting of creditors a resolution was passed for a liquidation by arrangement, and not in bankruptcy, and a trustee was appointed.

The bill of costs of the solicitor, up to the meeting of creditors, amounted to £35, of which £5 had been paid.

In opposition to the application the trustee alleged that he had disbursed the whole of the funds which he had received from the estate, but the solicitor replied that the payments made included three years' rent paid to the landlord. It appeared, however, that the accounts had been audited by the committee of inspection, and there was no

thing inhand. By the accounts one year's rent only appeared to have been paid.

Colquhoun, in support of the application.—Under the 34th section of the Bankruptcy Act, 1869, the landlord may distrain for one year's rent only accrued due prior to the date of the order of adjudication. If the trustee has paid a larger sum, he cannot deprive the solicitor of his prior right to payment of his costs. The right of the solicitor to recover his costs is clear. He referred to *Ex parte Descharmes*, 1 Atk. 103.

The trustee appeared in person.

Mr. Registrar SPRING-RICE.—In this case it appears that the account showing the disbursement of the funds has already been audited. I am asked to go behind that account, and say that the trustee has funds applicable to payment of the solicitor's costs. I am of opinion that I have no authority to do so.

Application refused.

Solicitor for the applicant, *H. A. Downes.*

COUNTY COURTS.

(Before Mr. Serjeant WHEELER, Judge.)

Feb. 18—*Rutherford* v. *Pearson.*

Pews—Exclusive jurisdiction of the Consistory Court.

A Court of Common Law has no jurisdiction to entertain an action for disturbance of possession of a pew not annexed to a house.

This action was brought against the defendant, the churchwarden of the parish of Walton, to recover £50 as damages for disturbing the plaintiff in the enjoyment of his alleged right to a pew in the parish church. The plaintiff had been a resident parishioner in Walton for nineteen years, during ten of which he had been a householder, and a regular attendant at the parish church. In 1869, he entered with the leave of the churchwardens into the occupation of the pew in question, which was one of two front pews in the west gallery, and it was occupied by his family without interruption from that time up to and including the last Sunday in May, 1872. There were, of course, no pew rents, but there was an offertory to which the plaintiff and his family contributed, and there were also church rates which he paid. On Wednesday, the 29th May, three days after the plaintiff and his family had occupied the pew, he went to the church in consequence of information he had received, and he found that his pew had been taken down by order of the defendant, but without any notice to or knowledge by him of what was intended to be done, and without any faculty having been obtained. The circumstances which led to this proceeding were explained at much length, but do not appear to be material in the view which his Honour took of the case.

Holden appeared for the plaintiff, and *James* for the defendant.

On the part of the plaintiff it was contended that the removal of his pew without notice and without faculty was a wrong done, for which he was entitled to seek redress in a common law court.

The defendant's counsel maintained that in what the defendant had done he had acted within the scope of his authority as churchwarden; and that, whether he had or had not, the case was not cognisable in a common law court, but was in the exclusive jurisdiction of the ordinary.

His HONOUR, after referring to the facts of the case, said there could be no doubt, as stated by Sir John Nicoll, Judge of the Arches Court of Canterbury, so long ago as 1811, that by the general law, and of course right, all pews in a parish church, subject to certain exceptions with respect to the chancel and to seats claimed by virtue of a faculty or of prescription which presumes it, belong to the parishioners at large for their use and accommodation, but that the distribution of seats among them rests with the ordinary, and with the churchwardens acting as his officers; and that they are to place the parishioners according to their rank and station, and the right to seat the parishioners includes the right and duty, for the general convenience of the parish, of altering the occupation of pews from time to time according to circumstances. But it is distinctly stated in Addison on Torts, page 277, that "churchwardens are not justified in dispossessing any one of a sitting which he has enjoyed for some time without giving notice of their intention and offering an opportunity of objection and explanation." And with respect to a faculty, Mr. Heales, in his recent very valuable work upon the subject of "Church Pews," says that "the necessity of obtaining it from the ordinary for all matters affecting the structure of a church, or its fittings, or arrangements, before any alterations can legally be made, is now generally admitted—though perhaps the same strictness was not always observed—and the erection or alteration of arrangement of seats is one of such matters." Upon these authorities it is clear that, if the alteration had been one for which a faculty was not necessary, the plaintiff ought not to have been dispossessed without notice. And it is further clear in this case, upon the authority of the chancellor of the diocese, and in accordance with the view taken by Mr. Heales in the work referred to, that the act complained of ought not to have been committed without a faculty from the ordinary. If an application for a faculty had been made, public notice would have been given by the issuing of a citation from the Consistory Court calling upon any party interested to appear and show cause why it should not be granted. And in that court the plaintiff, if he had been so minded, might have appeared in answer to the citation and stated his objections, and the ordinary would have given due weight to those objections in adjudicating upon the case. By the course adopted the plaintiff has been deprived of this redress. But the objection on which the learned counsel for the defendant mainly relied is that, assuming the facts to be as stated by the plaintiff, and that the defendant had exceeded his powers, the complaint could not be heard in a common law court, which in truth has no jurisdiction to entertain the case, and that the plaintiff must seek his remedy, if any, in the Consistory Court. After referring to the various authorities upon the subject, I have come to the conclusion that this objection is a valid one, for whilst, with respect to a pew annexed to a particular house, the disturbance of the right of possession may be questioned in a common law court, because the interference with the pew may be said to be an interference with the occupation of the house to which it belongs, the possessory right claimed in a case like the present, and which is derived from the churchwardens, is not such a temporal right as that in respect of it an action at common law is maintainable. It would seem that the disturbance is matter for ecclesiastical censure only. Under these circumstances I have no jurisdiction to determine the case.

GENERAL CORRESPONDENCE.

UNSEAWORTHY SHIPS.

Sir,—I have read with much interest your article of last week upon this subject, and I venture to refer to some points which seem to have escaped your notice. The Merchant Shipping Act, 1871, apparently makes a very slight change in the state of the law as to the right of action of a seaman against a shipowner who sends a ship to sea in an unseaworthy state. *Couch* v. *Steel* (2 W. R. 170, 3 E. & B. 402) decided that the seaman cannot maintain an action without proof of knowledge or personal blame on the part of the shipowner. The judges in that case seemed also to think that if the seaman was himself aware of the state of the ship, he must be considered as having accepted the risk incidental to his employment on such a vessel, and would be debarred from recovering in an action.

Now the Merchant Shipping Act of 1871 (section 11) provides that "every person who . . . sends her to sea in an unseaworthy state . . . . shall be guilty of a misdemeanour, unless he proves that he used all reasonable means to make and keep the ship seaworthy, and was ignorant of such unseaworthiness" (or, in other words, unless he proves that he was not guilty of negligence, and had no personal knowledge upon the subject). Therefore the Act, if it extends the seaman's remedy at all, only extends it by giving him the right to sue where the shipowner was guilty of negligence by his servants (for the seaman could sue before the Act when he could prove knowledge or personal negligence by the shipowner) and also by throwing the *onus* of proof on the shipowner instead of on the seaman.

Now, in the great majority of cases of unseaworthiness (*e.g.*, the commonest of all, which is overloading at the home port), the defects of the vessel must be personally known to the owner, and personal blame or negligence must be imputable to him. But they must often be known to the

seaman also. The Act, however, does not in any way refer to any knowledge on the part of the seaman of the unseaworthy state of the ship, and it appears to me that such knowledge on his part would, since the Act, continue to debar him from suing in the same way that it would have done previous to the Act. The Act therefore does not appear to have made much practical difference in the state of the law upon the subject. You suggest that the Act may give the underwriter on cargo a claim against the shipowner which he had not before. It is difficult to see how the underwriter on cargo can be damnified, because if the vessel be unseaworthy the underwriter cannot be liable to the cargo owner, and if not so liable he cannot suffer any damage. In respect of any negligence or breach of the contract between the cargo owner and the shipowner, committed by the shipowner, and resulting in liability to the underwriter, the latter would be entitled (on paying the loss) to sue the shipowner in the name of the cargo owner. The seaman and the cargo owners are the only persons who can be injured by the unseaworthiness of the ship. As already pointed ont, the rights of the former have not been to any material extent enlarged by the Act of 1871. The rights of the latter are complete, irrespective of the Act, the shipowner being liable to owners of goods on the bill of lading for all loss not being within the perils excepted by that document, and also being liable to the same persons on an implied warranty of seaworthiness (see the judgment in *Readhead* v. *Midland Railway Company*, 15 W. R. 831, L. R. 2 Q. B. 412).

While upon the subject of the rights of underwriters, I may remark that it is curious that no legal publication has yet taken up the case of the underwriters upon the vessels or cargoes destroyed by the *Alabama* and sister ships against the United States Government. It is clear that the underwriters are the only persons lawfully entitled to claim where the property has been insured. Every underwriter considers, in estimating the premium which he charges, the probability of the circumstances of the loss allowing him to claim in the name of the assured against third parties, and thus the underwriter is in such cases morally entitled. But irrespective of this, he has by the law, both of this country and the United States, the right so to claim. Indeed, by the law of the latter country, I believe the underwriter may claim in his own name (at least I have known cases in which a suit has been so entered), and it seems to be a very unjust thing to deprive him of his rights. This, however, has nothing to do with the claim put forward by this country, to have the question of the damages due for insured vessels returned. Such a claim is untenable, because the wrongdoer (and in accordance with the award, Great Britain must be considered as a wrongdoer) can have nothing to do with the contract of indemnity between the person injured and any third party. G. H.

[As we stated in our article, all suggestions with reference to the probable effect of the section in the Merchant Shipping Act, 1871, must be made and taken with due reserve; but we certainly cannot agree with our correspondent's view that it has made but a trifling alteration, if any, in the law. He states his proposition rather too broadly when he says that "the seaman could sue before the Act when he could prove personal negligence by the shipowner." In the case of *Couch* v. *Steel*, negligence was imputed to the shipowner in the first count of the declaration which was held bad on demurrer, and though this may be explained by saying that the negligence might have been proved by showing negligent omissions or negligence of the defendant's servants (as suggested in *Priestley* v. *Fowler*, 3 M. & W. 1), it is plain from the decision of *Couch* v. *Steel*, that the owner must have been before the Act fixed with personal knowledge of the unseaworthiness to make him liable. This it was almost impossible to prove, for the details of the manner in which a ship is loaded, repaired, or sent to sea are left to shipping clerks, masters, and other subordinates, at any rate where the owner has anything like a fleet of vessels. But under the present Act it would seem that the owner becomes liable for the negligence or misconduct of his *employes* as well as for the careful purchase and due inspection of materials and so forth. The owner, in fact, if this is the true construction of the words "used all reasonable means," comes as near as possible to warranting the seaworthiness of his ship. The difference between this and the former obligation not to send his ship to sea knowing that she is unseaworthy is enormous.

With regard to the knowledge of the seaman, the mere entering on the service would not, we think, waive his rights, unless he had actual and personal knowledge of the unseaworthiness, so as to have waived his rights with his eyes open, and this could hardly ever be proved. In the case before cited of *Couch* v. *Steel*, the seaman plaintiff was not held to have waived his rights, but recovered for the damage he had sustained by reason of the owner's breach of his *statutable duty* to provide medicines, &c., though not for damage in respect of the ship's general unseaworthiness, because there was no contract to warrant nor duty to make the ship seaworthy. Since 1871 there is such a duty.

With regard to the rights of underwriters, this is no doubt going much farther afield, and we should be sorry to press the query we suggested. But when "G. H." says that if a vessel be unseaworthy the underwriter cannot be liable to the cargo owner, he should not forget that even on a voyage policy there is only a warranty of seaworthiness at the commencement of the risk, whereas the duty imposed by the Act is to make *and keep* the vessel seaworthy, which would seem to apply to starting from intermediate ports. It is quite true that the underwriter may be subrogated into the place of the cargo owner, and sue in his name, but that is very different from the underwriter having an independent cause of action against the shipowner for a breach of his statutable duty.

Our correspondent's suggestion as to the *Alabama* claims is interesting; but as we understand that the United States Government declines to recognise the claims of American underwriters, there does not seem to be much advantage in enlarging on those of British underwriters.—ED. *S. J.*]

A DISCLAIMER.

Sir,—With reference to the letter of "A Barrister," which appeared in your issue for the 1st inst., will you allow me to publicly disclaim, through your columns, that I have anything to do with it, and also to mention once for all that I never use an anonyme in any correspondence I have to do with. I am compelled to request the favour of your publication of this present letter, from the circumstance that no fewer than three of my friends have, in the course of the last half week, suggested to me that the letter of "A Barrister" was mine. In making this disclaimer, I desire to prejudice neither one way nor another the matters alluded to by "A Barrister." A. BROWN.

3, Old-square, Lincoln's Inn, March 5th, 1873.

[We hasten to add our assurances to those given by Mr. A. Brown, that he was not the writer of the letter alluded to; but inasmuch as Lincoln's Inn contains a good many "barristers," and our space for disclaimers is somewhat limited, we may be pardoned for expressing an earnest hope that other gentlemen to whom the partiality or playfulness of friends may ascribe the authorship of anonymous letters in this journal will not think it necessary to follow Mr. A. Brown's example.—ED. *S. J.*]

THE PROPER STAMP ON CERTAIN PROXIES.

Sir,—Can any of your numerous readers give me information on the following point, having reference to the stamping of an appointment of a proxy by a limited company or corporate body, to vote in the election of members to serve on district local boards?

In the fifth edition of "Glen's Public Health and Local Government Laws," p. 41, I find it stated in reference to the above subject—"It does not seem that the appointment of a proxy would be such an instrument as requires a stamp under the 27 Vict. c. 18, Sch. C., as none of the meetings there specified can apply to an election of the members of a local board of health, unless indeed the words 'at one meeting of any public body exercising a public trust' can be said so to apply. However, as the stamp duty is only one penny, it might be the safest course to affix a stamp to the proxy paper. By section 14 of the Act, it may be denoted by an adhesive stamp."

At several past local board elections in my district, appointments of proxy have been prepared in accordance with the above directions, and for some years have passed muster, but on the occasion of the last election the appointment, similarly prepared and stamped, was disallowed, on the ground that by the new Stamp Act, 33 & 34 Vict. Ch. 37, the appointment should bear a 10*s. stamp*. I contend that the disallowance was wrong, and that the intention of the Legislature was to include, in powers of appointment of proxy requiring only a penny stamp, all appointments of proxy to vote at local board elections. It would be absurd to suppose the intention was to inflict a 10*s.* stamp, as that would practically amount to a disfranchisement of all limited companies or corporate bodies at present located within the limits of local board districts. As an appointment of proxy cannot be stamped after signature, it is material to have the point cleared up.

I shall feel obliged if you would find space for this letter in your next number. A. B. C.

March 3, 1873.

THE SUPREME COURT OF JUDICATURE BILL.

Sir,—A clause in the Lord Chancellor's new Bill creates sub-registries of the district Probate Courts, and certain County Courts and Probate Courts are to be empowered to issue writs, &c., in the country. Surely, sir, as the Jurisdiction of the Inferior Courts of Record must soon come before Parliament such crude legislation as that alluded to above should be entirely excluded from a measure professing to deal with the Superior Courts alone.

In my humble judgment, it is absolutely necessary in the first instance to define the jurisdiction. Let us know what suits are to be by writ and what by County Court summons. And let us avoid if possible a fertile crop of compensation to officers deprived of their emoluments "by" an Act "to amend an Act, &c., &c.," which will most certainly follow if the present Bill should pass as drawn.

Moreover, does it not appear a palpable absurdity that the very same Act which is to create one Supreme Court out of all our Superior Courts should perpetuate in the country two Inferior Courts of Record in the same country town? A COUNTRY SOLICITOR.

Hereford, March, 4, 1873.

APPOINTMENTS.

Mr. JOSEPH LANGHAM DALE, of Furnival's Inn, Holborn, has been appointed a London Commissioner to administer oaths in the Courts of Chancery and Common Law.

Mr. SAMUEL STEPHENSON BOOTH, of Holmfirth, York, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the West Riding of the county of York.

Mr. GEORGE HANCOCK, of New Inn, Strand, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the city and liberties of Westminster, the county of Middlesex, the city of London, and the county of Surrey.

Mr. HENRY JEFFREYS FARRAR, of Cranbrook, Kent, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Kent.

Mr. FREDERIC WADSWORTH, of Nottingham, has been appointed a Commissioner to administer oaths in Chancery.

TRIBUNALS OF COMMERCE.—The *Liverpool Daily Post* says "the sooner commercial men are convinced that there is no practicable middle course between a common arbitration and an action at law the better. They will then feel the paramount importance of securing, under the new judicial scheme of the Lord Chancellor, local registries of all the courts—with a judge always at hand—and a simple and effective code of procedure. The chief mercantile associations of the town appear to be already aware of this."

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 28.—*The Supreme Court of Judicature Bill.*—The Lord Chancellor, in order to meet the convenience of some of his noble and learned friends, postponed the second reading of this Bill till Tuesday, the 11th of March.

Polling Districts (Ireland) Bill.—This Bill was read a second time.

March 3.—*Treaties with Foreign Powers.*—Lord Strathedon moved an address to her Majesty, praying that treaties referring disputed questions between Great Britain and a Foreign Power to arbitration, might be laid upon the table of each House of Parliament six weeks before they were definitively ratified.—Lord Granville thought that the greatest inconvenience might result from the adoption of the motion, for it must necessarily occasion delay in the conclusion of treaties, and the opportunity of arriving at a satisfactory result might be lost perhaps for ever. If Parliament undertook to review treaties before their conclusion, it must examine all the provisions contained in them, and possibly, one House might arrive at one conclusion, and the other House come to a different one.—Lord Salisbury remarked as to the Washington Treaty, that when the House was invited to discuss it, the Queen's honour was found to be pledged to its ratification, or the Treaty would have been condemned, he believed, on Lord Russell's motion.—The Lord Chancellor said it was true that it would not have been consistent with the honour of the Government, after having sent out Commisioners to negotiate on the subject, to refuse to ratify the treaty; but if both Houses of Parliament had withdrawn their confidence from the Government, neither the honour of the Crown not that of the country was pledged to the ratification. After some remarks from Lord Malmesbury and other peers, the motion was negatived.

Bastardy Laws Amendment Bill.—On the motion of the Earl of Shaftesbury this Bill was read a second time

Epping Forest Bill.—The Duke of St Albans moved the second reading of this Bill, which, he said, extended the time for the Epping Forest Commissioners making their report for a further period of two years.—The Duke of Richmond hoped that at the next stage of the Bill the noble duke would be in a position to state the nature of the work which rendered the extension of time now sought for necessary, and whether there was any objection to the report embracing the matters excluded from the former Bill.—Earl Granville said that a considerable number of cases before the Commissioners still remained undisposed of. He would be in a position to give full information in respect of the inquiry of the noble duke when the Bill reached the committee stage.—The Marquis of Salisbury considered the information promised all the more necessary that the Bill seriously affected private rights, and that pending suits were hung up until the report of the Commissioners was made. The Bill was then read a second time.

March 6.—*Intestates' Widows and Children Bill.*—Lord Chelmsford, in moving the second reading of this Bill, said its object was to enable the widow or children of a man who died intestate to go to the County Court, where, if the value of the estate was below £100, a certificate might be obtained from the registrar to enable the person to whom it was granted to administer the assets of and collect any debts due to the person who had died intestate. The Bill was read a second time.

HOUSE OF COMMONS.

Feb. 28.—*Charles VII. of Spain.*—Mr. Stapleton asked the Attorney-General whether his attention had been called to a paragraph which had appeared in several papers, announcing that a public subscription had been opened in aid of the cause of his Majesty Charles VII. of Spain; whether it was in accordance with the law of England to raise subscriptions in order to foment civil war in a country with which we were at peace; and, whether the abdication of King Amadeus altered the character of the war now being carried on by the Prince who is called

Charles VII., so as to render such subscription legal, inasmuch as the Republic had been proclaimed in the capital and is the *de facto* Government there and in other parts of Spain.—The Attorney-General said that this country had not recognised any form of Government in Spain. When any form of Government had been recognised by England then contracts for money made in this country by British subjects to support foreigners in attempts to resist or overthrow that government are illegal contracts. But he found nothing in the cases to justify him in stating, and he was not prepared of his own authority to state, that though the contracts may be illegal those who enter into them are in any way punishable.

Custody of Infants Bill.—The House went into Committee on this Bill, but after some discussion on the first clause the Chairman was ordered to report progress.

March 3.—*The Geneva Award.*—Mr. Goldsmid asked the First Lord of the Treasury whether the statement was correct that the claims of American citizens to be paid under the Geneva Award do not amount to more than two millions and a half, and if so, whether the Government of the United States proposed to return to the British Government the balance of the three millions and a half awarded by the Tribunal to meet such claims of private individuals.—Mr. Gladstone said that the amount of the sum awarded was not 3½ millions, but £3,200,000. The claims preferred by the American Government on behalf of individuals belonging to that nation down to the 28th of August amounted to six millions of money, interest included. By the Treaty there were two methods of proceeding open; one of them was that the cases of damages or loss might have been examined separately and then referred to assessors for the determination of the particular amount due; the other was that a gross sum should be paid to the American Government, and, in the event of that being done, we had no power to look beyond or behind that sum. The method adopted by the Tribunal was the payment of a gross sum. Two Bills for the distribution of this arbitration money had been passed, but neither of them had been passed by both Houses of the American Legislature. One had passed the Senate, and the other the House of Representatives. These Bills were not by any means in accordance one with the other, nor had the provisions of either of them been finally adjusted. Under these circumstances, it was impossible for any one to say what the ultimate amount would be that the American Legislature would determine to be due to individuals in respect of their Alabama claims. But even if that sum had been settled the decision of the Tribunal in granting a gross sum was final, and we had no further concern with the matter.

Letters Patent.—Mr. J. Howard asked the Attorney-General whether the Government intend to bring in a Bill this Session to amend the laws with respect to Letters Patent; and, if not, whether the Government would offer facilities for the progress of such a Bill if brought in by a private member.—The Attorney-General replied that the recommendations of the Committee which reported last year were under the consideration of the Government, but he could give no definite answer to the questions of the hon. member.

The Probate and Divorce Court.—Mr. Raikes asked the Secretary of State for the Home Department whether any arrangement had been made with the present Judge of the Probate and Divorce Court by which he had surrendered the greater part of his patronage, and if such was the case to what member of the Government such patronage had been transferred.—Mr. Bruce replied that no such arrangement as that suggested by the hon. member had been made.

Polling Districts (Ireland) Bill.—This Bill passed through Committee.

University Education (Ireland) Bill.—Mr. Gladstone, in moving the second reading, described several minor changes which he proposes to make in the Bill, on the recommendation of persons of authority interested in University matters.—Mr. Bourke moved as an amendment to the second reading a resolution expressing the regret of the House that the Government has not stated to the House the names of the 28 ordinary members of the Council.—Lord E. Fitzmaurice seconded the resolution, and Mr. C. E. Lewis supported it in a telling maiden speech. A long discussion ensued, and ultimately the debate was adjourned until Thursday.

March 4.—*The Queen* v. *Cotton.*—Mr. Wheelhouse asked the First Lord of the Treasury whether his attention had been called to a resolution of the Northern Circuit in reference to the conduct of the prosecution of the Queen against Cotton at the present Durham Assizes; and whether steps would be at once taken to place the Attorney and Solicitor-General of the County Palatine of Durham in the position to which they were rightfully entitled, as officers of and appointed by the Crown, in reference to this prosecution. Mr. Gladstone said he was not at all disposed to interfere between the Attorney-General and other legal functionaries. The hon. gentleman ought to have put these questions not to him (Mr. Gladstone), but to the Attorney-General.

The Travelling Expenses of County Court Judges.—Mr. Henry James moved that the application of the Treasury Minute, dated the 22nd day of June, 1872, to County Court Judges appointed prior on the 17th day of September, 1870, would be unjust and inequitable; and that no Judge appointed before such date should be subjected to the operation of any Minute which would prejudicially affect the position upon the faith of which he accepted his appointment. He explained that he did not wish that this resolution should apply to Judges to be appointed in future, or to Judges appointed after September, 1870. In the first instance, County Court Judges sent in every year detailed statements of the expenses they had to incur in travelling over their circuit. But in 1862 the Lords of the Treasury proposed that those expenses should be commuted, and that the Judges should receive a certain sum, and an arrangement to that effect was entered into with the Judges. Such an arrangement amounted to a contract with the County Court Judges. On the 22nd of June last, however, the Treasury issued a Minute which was sent to every County Court Judge, and contained the following paragraph:—"My lords being of opinion that no expenses should be allowed beyond what may be necessary to indemnify a Judge for his outlay on the supposition that he resides at the most convenient place within his circuit, direct that the allowances made to all the Judges appointed prior to September, 1870, should be revised upon the principle upon which allowances have been fixed since that date." Mr. James accused the Treasury of attempting to break faith with the Judges and of assuming to dictate to them how they should arrange their circuits notwithstanding no Lord Chancellors but Lord Hatherley and Lord Westbury had expressed a wish that County Court Judges should live in their districts, and, notwithstanding those Judges had in almost all cases been told upon being appointed that it would be preferable if they lived at a distance, the Lords of the Treasury now told them they would be fined if they did not choose to live in the district of their Courts. Mr. Gladstone said that the Government would accede to the motion; and that the Treasury did not stand upon any title to interfere with the residence of Judges; that was a matter for judicial consideration rather than for theirs; and if there had been what he called "fining," the Treasury adhered to no such intention. As Mr. James said the only discussion was as to the Judges appointed since 1852, to whom the circular was never communicated up to the present time. He was aware of no difference of opinion between the Government and the learned gentleman. The Government were disposed to consider this matter in an equitable spirit. Mr. Stansfeld defended the conduct of the Treasury. Mr. West, who had been pointed out by Mr. James as the adviser of the Chancellor of the Exchequer in the matter, explained that he had nothing to do with the Treasury Minute of 1872. After a somewhat personal attack on Mr. West, by Mr. Locke, the motion was agreed to without a division.

Treaties.—Mr. Aytoun moved a Resolution that all Treaties with Foreign Powers ought to be made conditionally on the approval of Parliament.—Lord Enfield opposed the motion as a constitutional change not required by the spirit of the times, and an embarrassment to negotiators, and the motion was negatived without a division.

Unseaworthy Ships.—Mr. Plimsoll moved for the appointment of a Royal Commission to inquire into the condition of and certain practices connected with the Commercial Marine. He dwelt on the defective state of the law which failed to prevent overloading, undermanning, inadequate strength of construction, &c. He hoped that the Government would see that that Commission consisted of the very best men that could be found for the purpose, and also that it would be sufficiently numerous to enable it, after prosecuting the inquiry as far as it could be prosecuted in London, to divide itself into two sections, one of which might take the east coast of Scotland, and the other the west coast and Ireland, so as to lose as little time as possible in completing their investigations. He trusted that Parliament would pass a short Bill dealing at once with the most obvious and easily remediable sources of disaster, which Bill might afterwards give place to a more perfect and thoroughly considered measure, which he anticipated would be the result of the appointment of the Commission he asked for. With this view he intended to introduce a Bill which had been drawn up with the utmost care, dealing with overloading and deck-loading, and other simple matters of the kind.—Sir John Pakington seconded the motion.—Mr. Clay moved as an amendment that a Bill be introduced by the Government to constitute a Statutory Commission with power to administer oaths.—Mr. Samuda seconded the amendment.—Mr. Chichester Fortescue, after intimating the assent of the Government to the inquiry in a modified form, pointed out that Mr. Plimsoll had made errors in some of his principal statistics, and attributed to unseaworthiness and other preventible causes, losses, and calamities, which no legislation could avert. To Mr. Plimsoll's fundamental argument—that the British sailors were the most neglected class of the community—Mr. Fortescue took decided exception, enumerating the various measures which have been passed for their benefit in late years. In 1871 he carried an Act which, though treated with contempt by the hon. member, had been beneficial. It required the name and draught of water to be legibly marked, prohibited change of name, entitled seamen charged with desertion to a public survey of the ship, and made the sending an unseaworthy ship to sea a misdemeanour (*ante* pp. 303, 344). He admitted that, owing to the absence of a public prosecutor, no one had yet taken the trouble of prosecuting under the last provision, and regretted that the hon. member himself had not done so. As to Mr. Clay's idea of a Statutory Commission, he could not assent to it. After some debate Mr. Plimsoll withdrew his motion in order to confer with Mr. Fortescue on the altered form of reference.—Mr. Clay at first declined to take the same course with his amendment, but ultimately gave way to the representations of Mr. Gladstone, and the motion and amendment were both withdrawn.

Use of Locomotives on Turnpike Roads.—Mr. Cawley brought in a Bill to consolidate and amend the laws relating to the locomotives on turnpike and other roads.

Custody of Infants Bill.—This Bill passed through committee.

March 5.—*Municipal Officer's Superannuation Bill.*—Mr. Rathbone moved the second reading of this Bill.—Mr. Fielden pointed out that since 1845 superannuation allowances had increased from £80,300 to £416,472, and moved that the Bill be read a second time that day six months.—Mr. Mellor, in seconding the amendment, stated that of the total expenses of the House of Commons 25 per cent.; of the Exchequer and Audit Department 5s. 9d. in the pound, and of the Paymaster-General's Department 12s. 9d. in the pound was paid for non-effective service. After many speeches against the Bill, Mr. Bruce said it was certain that no economy was more ill-advised or misdirected than that which interfered with the efficient performance of public duties. Those who opposed this Bill were the opponents of the principle of superannuation generally, and so in opposing this measure they were acting consistently. But there was, he believed, a strong and increasing opinion in favour of superannuation. On a division the second reading was carried by a majority of 57.

The Salmon Fisheries Bill.—Mr. Dillwyn moved the second reading of this Bill which was the same as that reported by a Select Committee last session.—After some criticism of the details of the bill, it was read a second time.

Railways Provisional Certificate Bill.—This Bill was read a second time.

Metric System of Weights and Measures.—Mr. J. B. Smith brought in a Bill for the adoption of this system after a fixed period.

March 6.—*University Education (Ireland) Bill.*—The evening was occupied with the adjourned debate on this measure. Mr. Lowe in his speech intimated that the so-called "gagging clauses" were not of the essence of the Bill, and with regard to the apprehensions entertained respecting the affiliation of Colleges, that it was never intended that these Colleges should have any considerable influence in the University, and that in Committee means might easily be taken to prevent this.

Custody of Infants Bill.—This Bill, as amended, was considered; and, on the motion of Mr. Hinde Palmer, a new clause was added in reference to cases in which arrangements had been made by parents.

SOCIETIES AND INSTITUTIONS.

LAW ASSOCIATION.

The usual monthly meeting of the Board of directors of this association took place at the Law Institution, in Chancery-lane, on Thursday, the 6th inst., the following directors being present—viz., Mr. Desborough (Chairman), Mr. Burgess, Mr. Drew, Mr. Kelly, Mr. Nisbet, Mr. Sidney Smith, Mr. Steward, Mr. Styan, Mr. Tylee, and Mr. Boodle (Secretary).

The cases brought before the board were duly considered—a grant was made—and other general business was transacted.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this Society at the Law Institution on Tuesday last (Mr. Sturdy in the chair), the question discussed was Jurisprudential:—"Is the Ministerial scheme for the settlement of the Irish University Question worthy of the support of the country?" In the absence of Mr. Hills the debate was opened by Mr. Russell in the affirmative, but was ultimately carried in the negative by a majority of one vote.

CORRUPT PRACTICES (MUNICIPAL ELECTIONS) ACT, 1872.

The following amounts have been allowed by the Treasury (pursuant to section 22) for the remuneration of the officers engaged under the Act, viz.—

To the barristers appointed to try the petition (inclusive of all expenses for locomotion and living), *per diem* £15 15s. .....

The registrar (exclusive of travelling expenses), *per diem* £4 4s. .....

The crier or officer (to be appointed by the barrister per Rule 7 of "Additional General Rules"), *per diem* £1 1s., and expenses of locomotion .....

The short-hand writer, in addition to his travelling expenses, is to receive £2 2s. *per diem* and £2 2s. per week for living (unless he resides in the town where the inquiry is held), and 8d. per folio for transcribing his notes...

BIRMINGHAM MUNICIPAL ELECTION PETITION.

The following is a copy of the Report made to the Court of Common Pleas by Mr. Dowdeswell, Q.C., the Barrister before whom this Petition was heard:—

To the Court of Common Pleas.

Corrupt Practices (Municipal Elections) Act, 1872.

Court for the Trial of a Municipal Election Petition of the Borough of Birmingham, between John Pickering, Petitioner, and Thomas Startin, Respondent.

I, George Morley Dowdeswell, Esquire, one of Her Majesty's Counsel, the barrister to whom the trial of the

above-named petition is assigned, do hereby, in pursuance of the said Act, certify that upon the twenty-seventh day of January, 1873, and several following days, I duly held a Court at Birmingham in the county of Warwick for the trial of and did try the municipal election petition for the borough of Birmingham between John Pickering, petitioner, and Thomas Startin, respondent.

And in further pursuance of the said Act I certify that at the conclusion of the said trial I determined that the said Thomas Startin, being the councillor whose election and return was complained of in the said petition, was duly elected and returned, and I do hereby certify in writing such my determination.

And whereas charges were made of corrupt practices having been committed at the said election, in further pursuance of the said Act I report as follows, that there were proved at the said trial by the petitioner cases of the corrupt practice or offence of personation of voters at the said election, and that the following persons have been proved, at the said trial, to have been guilty ot the corrupt practice or offence of personation against this Act.

[Here follow the names of the five persons.]

That no corrupt practice was proved to have been committed by or with the consent of either of the candidates at the said election.

And I further report in pursuance of the said Act, that the corrupt practice aforesaid has prevailed at the said election, but there is no reason to believe that any corrupt practices have extensively prevailed at the election for Saint Martin's Ward, in the Borough of Birmingham, to which the said petition relates.

GEORGE MORLEY DOWDESWELL.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, March 7, 1873.

3 per Cent. Consols, 92¾	Annuities, April, '85 9⅞
Ditto for Account, Mar. 6, 92¾	Do. (Red Sea T.) Aug. 1908 18⅝
3 per Cent. Reduced 91⅞ x d	Ex Bills, £1000, — per Ct. 1 pm
New 3 per Cent., 91⅝ x d	Ditto, £500, Do —1 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —1 pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 249
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account. —	Ditto, 5½ per Cent., May, '72 105
Ditto 5 per Cent., July, '80 104	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 101
Ditto 4 per Cent., Oct. '88 104¼	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 97	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	114
Stock	Caledonian	100	92
Stock	Glasgow and South-Western	100	126
Stock	Great Eastern Ordinary Stock	100	40
Stock	Great Northern	100	128½xd
Stock	Do., A Stock*	100	138½xd
Stock	Great Southern and Western of Ireland	100	116
Stock	Great Western—Original	100	124
Stock	Lancashire and Yorkshire	100	149xd
Stock	London, Brighton, and South Coast	100	75½
Stock	London, Chatham, and Dover	100	28
Stock	London and North-Western	100	142½xd
Stock	London and South-Western	100	101
Stock	Manchester, Sheffield, and Lincoln	100	73½
Stock	Metropolitan	100	68
Stock	Do., District	100	29¾
Stock	Midland	100	134½xd
Stock	North British	100	61¼
Stock	North Eastern	100	156½xd
Stock	North London	100	117
Stock	North Staffordshire	100	67
Stock	South Devon	100	73
Stock	South-Eastern	100	103

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate of discount continues to be 3½. After a period of depression, and a decided fall on Saturday last, there has this week been a considerable advance in railway stocks, which the announcement of an unsatisfactory dividend on Caledonian has not materially checked. In sympathy with this stronger tone in the railway market foreign securities have been firmer, but business is reported to have been somewhat inactive.

The tenders for the loan of £1,800,000 on the security of Metropolitan 3½ per Cent. Stock were opened on Thursday at the Bank of England by the Chairman of the Board, who announced the fixed minimum price to be £95 10s., at and above which about £690,000 was taken. It was then notified that further tenders would be received at the chief cashier's office, Bank of England, at the minimum rate.

The directors of the Foreign and Colonial Gas Company, Limited, are prepared to receive applications for £75,000 ten per cent. first preference shares. This company was established last June for the purpose of carrying out in foreign and colonial States judiciously selected concessions which, by reason of public guarantees or other securities, should offer a safe, and at the same time profitable, investment for capital. The directors have secured a concession for lighting the City of Tunis, the population of which is over 200,000 inhabitants, and these works have now been brought near to completion. The directors anticipate that the city will be lighted in the month of May next, when the company will begin to reap the profits of this undertaking. These, from a report, made by one of the directors, promise to exceed £12,000 per annum from this source alone. By the terms of the concession this company secures the exclusive privilege of lighting the city of Tunis for fifty years. The company has also secured the concessions for lighting the city of Caserta and the suburbs of Naples.

The shares of the Railway Passengers' Luggage Insurance Company are quoted 1¼ to 1¾ prem.

COURT PAPERS.

JUDGES' CHAMBERS.

The following regulations for transacting the business at the Judges' Chambers, will be observed until further notice.

Summonses (except judgment debtor's summonses) will be issued and made returnable at eleven o'clock, at the Chambers of the Judges of the Court in which the actions are pending.

AS TO APPLICATIONS TO BE MADE TO THE JUDGE.

Judgment debtor's summonses will be returnable on Tuesdays and Fridays only, at ten o'clock.

Acknowledgments of deeds will be taken (by special appointment only) on Tuesdays and Fridays at half-past ten o'clock, and those not then ready will be postponed to the day next appointed for taking them.

Adjourned summonses will be heard at half-past ten o'clock precisely, except on Tuesdays, and Fridays, and on those days at eleven o'clock; and the summonses of the day will be taken immediately afterwards.

Counsel will be heard at twelve o'clock.

AS TO APPLICATIONS TO BE MADE TO THE MASTERS.

Adjourned summonses will be heard at eleven o'clock precisely in each court, and the summonses of the day immediately afterwards.

Counsel will be heard at twelve o'clock.

COUNSEL.

Whenever a summons is served with notice to attend by counsel, the name of counsel (if known) shall be written on the copy summons served upon the opposite party.

N.B.—The Judge directs particular attention to the Rule of Michaelmas Term, 1867, and desires it should be distinctly understood that he will not hear any summons or application, directed by the said Rule to be heard by the Masters.

A TEXAS JUDGMENT.—Among the curiosities of judicial opinions, the opinion of the Supreme Court of Texas in *Denson v. Beazley*, 34 Texas, 191, deserves to rank well. Speaking of delusion as a test for insanity, the Court said: "Tried by such a metaphysical or psychological test Emanuel Swedenborg, John Wesley, Martin Luther, Joan of

Arc, Joseph Addison and the author of Rasselas, Napoleon Bonaparte, and hundreds more of the greatest and soundest minds which ever existed on earth, must be declared insane;" and again, "Diogenes might live in his tub and hunt the streets of Athens at midnight for a *vir*. Had he hunted a *Homo* or an *Anthropos* he might easily have found one; and if this had been properly understood the eccentricity of the philosopher would have been understood as sound sense, conveyed under a most withering sarcasm against the frivolity of the Athenians. We think Diogenes had sufficient reason to have made a good will. Alexander, evidently, thought him a man of sense, for he said, 'If I were not Alexander I should wish to be Diogenes.' Perhaps he might have sunk the Alexander and yet lost nothing by becoming the Diogenes." *Ubi ille est Balfour Browne.*—*Albany Law Journal.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CHURTON—On March 3, at Hill Side, Boughton, Chester, the wife of Mr. William Henry Churton, solicitor, of a daughter.

TALBOT—On Feb. 27, at the Crescent House, Newton, Montgomeryshire, the wife of J. Arthur Talbot, solicitor, of a son.

MARRIAGE.

ANDERSON—MOORE—On March 4, at St. Mary Abbot's, Kensington, Robert Anderson, Esq., of 7, Kensington-gore, S.W., barrister-at-law, to Agnes Alexdrina, daughter of the late Ponsonby A. Moore, Esq., of Ballyhale, county Kilkenny.

DEATHS.

ADAMS—On Feb. 25, at Mitcham, Surrey, Edward Adams, Esq., of 9, Arthur-street West, London-bridge, solicitor, in his 55th year.

BROCKET—On March 2, at Spains Hall, in his 91st year, Stanes Brocket Brocket, Esq., Senior Bencher of the Middle Temple, J.P. and D.L. for the county of Essex.

HOLMES—On Feb. 26, aged 64 years, Janet, the wife of Richard Holmes, solicitor, Burnley.

MEE—On Feb. 27, at Folkestone, John Cooper Mee, solicitor, of East Retford, Notts, aged 52.

METCALFE—On March 5, at Woodleigh Vale, St. Marychurch, Torquay, William Metcalfe, Esq., barrister-at-law, J.P. for the county of Devon, aged 68 years.

WITTEY—On Feb. 27, Samuel Wittey, Esq., solicitor, of Devizes and Rowde, aged 59 years.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Feb. 28, 1873.

LIMITED IN CHANCERY.

Clapton Coal and Iron Company (Limited).—Vice Chancellor Malins has, by an order dated Feb. 8, appointed James Yalden, 70, Cheapside, to be official liquidator. Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims to the above. Tuesday, April 29 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Imperial Rubber Company (Limited).—Petition for winding up, presented Feb 26, directed to be heard before Vice Chancellor Bacon, on March 8. Harper and Co, Rood lane, solicitors for the petitioner.

Joseph Peace and Company (Limited).—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims to William Short, 10, East Parade, Sheffield. Friday, April 25 at 12, is appointed for hearing and adjudicating upon the debts and claims.

North of England Land and Mining Company (Limited).—Creditors residing out of the United Kingdom are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Samuel Lowell Price, 13, Gresham street. Monday, June 9 at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, March 4, 1873.

UNLIMITED IN CHANCERY.

Adansonia Fibre Company.—By an order made by Vice Chancellor Malins dated Feb 22, it was ordered that the above company be wound up by the Court; and that John Ball, 3, Moorgate street should be appointed official liquidator. Paine and Layton, Gresham House, solicitors for the petitioners.

LIMITED IN CHANCERY.

Bason Company (Limited).—Petition for the continuation of the voluntary winding up of the above company, and the appointment of William Baily Hawkins and George Augustus Cape as liquidators, presented March 1, directed to be heard before Vice Chancellor Malins on March 14. Mackenzie and Co, Crown court, Old Broad street, solicitors for the petitioners.

Dutch Water Works Company (Limited).—By an order made by Vice Chancellor Malins, dated Feb 21, it was ordered that the above company be wound up by this Court. Gregson, Angel court, Throgmorton street, solicitor for the petitioners.

Evans's, Covent Garden (Limited).—By an order made by the Master of the Rolls, dated Feb 22, it was ordered that the above company be wound up. Ashwin, Garden court, Temple, solicitor for the petitioner.

North of Europe Land and Mining Company (Limited).—Creditors residing out of the United Kingdom of Great Britain and Ireland, are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims to Samuel Lowell Price, 13, Gresham street. Monday, June 9 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Patent Pulp and Paper Mills Company of Ireland (Limited).—By an order made by Lord Justice James, dated Feb 21, it was ordered that the above company be wound up by the court. Roberts, Moorgate street, solicitor for the petitioner.

Sheerness Public Rooms Company (Limited).—Vice Chancellor Malins has fixed March 13 at 12, at his chambers, 3, Stone buildings, Lincoln's inn, for the appointment of an official liquidator.

Wallasey Tramway Company (Limited).—Petition for winding up, presented Feb 24, directed to be heard before Vice Chancellor Malins, on March 14. Ashurst and Co, Abingdon street, Westminster, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 28, 1873.

Drage, James Custance, Ely, Cambridge, Farmer. March 20. Pate v Rance, M.R. Rance, Ely

Frith, Clara Lind, Clifton road East, St John's Wood, Widow. March 21. Thornton v Brae, M.R. Finch, Throgmorton street

Hick, William, Wath-upon-Dearne, York, Grocer. April 1. Haigh v Lowrance, M.R. Nicholson and Co, Wath-upon-Dearne

Kyle, John Dobson, Newcastle-upon-Tyne, Builder. March 13. Deas v Kyle, V.C. Wickens. Mather and Co, Newcastle-upon-Tyne

Lane, Newton John, Elmhurst Hall, Stafford, Esq. March 24. Lane v Salt, V.C. Malins. Prideaux, Goldsmith's hall, Foster lane

Richards, Mary, Hatton garden, Spinster. March 31. Richards v Collier, V C. Wickens. Prichard, Southampton buildings, Chancery lane

Rougemont, Arthur Moubray, South street, Thurloe square, Brompton, Gent. March 15. Blore v Rougemont, V.C, Wickens. Crossley and Burn, Moorgate street

Smithett, Mary Mockett, Hengrove, Kent, Widow. March 21. Lewis v Smithett, V C. Malins. Dorman, Essex street, Strand

Wood, John, Market Weighton, York, Labourer. April 2. Stephenson v Kneeshaw, V.C. Malins. Collier-Bristow and Co, Bedford row

NEXT OF KIN.

Wood, John, Market Weighton, York, Labourer. April 2. Stephenson v Kneeshaw, V.C. Malins

TUESDAY, March 4, 1873.

Crane, John, Liverpool, Wine Merchant. March 19. Crane v. Porter, Registrar Liverpool District

Goodman, Charles, Neath, Glamorgan, Gent. March 31. Goodman v Williams, V.C. Wickens. Kempthorne, Neath

Jackson, Joseph, High street, Shoreditch, Cabinet Warehouseman. March 24. Biscoe v Jackson, V.C. Wickens. Angell. King street, Guildhall yard

Newenham, Catherine, Tonbridge Wells, Kent, Widow. April 3. Tighe v Tighe, V.C. Malins. Kynaston, Queen street, Cheapside

Till, Joseph, Orford, Suffolk, Draper. March 29. Cook v Till, M.R. Brownlow, Bedford row

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Feb. 25, 1873.

Collard, Charles, Wickham Court, Kent, Esq. March 18. Dadds v Jefferys, V.C. Wickens. Plummer and Fielding, Canterbury

Gruggen, Rev Frederick James, Pocklington, York. March 17. Gruggen v Gruggen, V.C. Malins. Sowton, Bedford row

Loader, Thomas, Kingston-on-Thames, Gent. March 17. Baker v Loader, V.C. Malins. Page, Great Winchester street buildings, Old Broad street

Rose, John, Caxton, Cambridge, Farmer. March 31. Rose v Rose, V.C. Wickens. James, Lincoln's inn fields

Dunn, Susanna Claggett, Bristol, Widow. April 12. Livett, Bristol

Edginton, William, Barnes, Surrey, Funeral Feather Man. March 31. Evans, Upper street, Islington

Fry, Samuel, Saint George, Gloucester, Gardener. April 30. Dix, Bristol

Gray, John Robert A'Court, Kingweston, Somerset, Gent. March 25. Louch, Langport

Gray, Right Rev Robert, Bishop's Court, Cape of Good Hope, Bishop of Cape Town. May 10. Walker and Martineau, King's road Gray's inn

Hanson, George, Devonshire terrace, Hyde Park, Esq. March 31. Childs and Batten, Coleman street

Hole, Robert, Alcombe, Somerset, Esq. April 21. White and Son, Williton

Hoskins, William Richard, Berner street, Commercial road East, Licensed Victualler. April 1. Baddeley and Sons, Leman street

Loraine, Robert Grews, Wallington, Surrey, Esq. April 15. Gamlen and Sons, Gray's inn

Lutman, Charles, Southampton, Gent. April 7. Fox and Robinson, Gresham House, Old Broad street

Oates, Henry Coape, Jermyn street, Esq. April 15. Fox, Chancery lane

Parry, Maria, Edgbaston, Warwick, Widow. March 31. Best and Horton, Birmingham

Smith, Ernald Mosley, Selsdon, Surrey, Esq. March 31. Freshfields, Bank buildings

Wade, George, Heworth Moor, York, Banker's Clerk. April 4. Wood, York

Wheatley, Thomas, Broadlands, South Norwood, Esq. May 1. Toller and Sons, Leicester

FRIDAY, Feb. 28, 1873.

Bennett, James, Montagu square, Esq. April 12. Phelps and Co, Red Lion square

Bentley, Lydia, Fradley Stafford, Widow. March 17. Barnes and Russell, Lichfield

Borradaile, Rev Abraham, Ramsgate, Kent. May 1. Fraser, Dean street, Soho

Davies, Thomas, Llanddoget, Denbigh, Rector. May 1. Griffith, Llanrwst
Davis, Theophilus, Cardiff, Glamorgan, Currier. March 31. Lloyd, Newport
Hawes, Henry, Foochow, China, Captain of a Steamer. April 15. Lawrance and Co, Old Jewry Chambers
Hayward, Catherine Susan, Craven street, Strand. April 21. Davies and Williams, Abchurch House
Heighton, William, Mount Pleasant, Brixton hill, Ironmonger. March 22. Millman, Southampton buildings, Chancery lane
Hodgkins, Sarah, Gold's Green, Stafford, Widow, April 14. Wright, Oldbury
Hole, Robert, Alcombe, Somerset, Esq. April 21. White and Son, Williton
Le Berquier, Alexandre, Percy street, Bedford square, Private Hotel Keeper. April 15. Wells, Percy street, Bedford square
Martin, Thomas, Havant, Hants, Solicitor. April 4. Robinson and Preston, Lincoln's inn fields
Norris, Richard, Wolverhampton, Stafford, Grocer. April 1. Rogers, and Jordan, Stourbridge
Norton, Charles, Norwood, Surrey, Esq. April 10. Greenfield, Lancaster place, Strand
O'Hanlon, Edward, Allahabad, East Indies, Esq. March 31. Pollock, Lincoln's inn fields
Radcliffe, Joseph, Huddersfield, York, Builder. April 1. Laycock and Co, Huddersfield
Rashleigh Hon Catherine, Fowey, Cornwall, Widow. March 31. Shilson and Co, Saint Austell
Revell, Sarah, Blackheath Park, Kent, Spinster. March 21. Andrews and Canham, Sudbury
Roberts, John, Upton Bishop, Esq. April 7. Turner, Carey street
Roberts, James William, Ottery Saint Mary, Devon, Gent. March 29. Buckingham, Exeter
Ross, William, Pendleton, near Manchester, Esq. April 7. Slater and Co, Manchester
Saunders, Matthew, Waterloo Farm, Somerset, Farmer. April 12. Nicholetts, South Petherton
Simpson, Hannah, Scalthwaiterigg, Westmorland, Widow, April 5. Thomas and Graham, Kendal
Tight, Benjamin Ackers, Reading, Berks, Professor of Music. March 15. Whatley and Son, Reading
Towler, George, Swinhop, Lincoln, Farmer. March 25. Bell, Louth
Thomas, Hannah, Llanelly, Carmarthen, Widow. April 1. Johnson, Llanelly
White, Richard, Heeley, Sheffield, Oil Merchant. April 12. Bramley, Sheffield
Wood, Luke, Leeds, Gent. May 1. Markland and Davy, Leeds
Wood, Samuel, Charlotte street, Portland place, Tailor. April 21. Boulton and Sons, Northampton square, Clerkenwell

TUESDAY, March 4, 1873.

Broster, Mary, Little Neston, Chester, Widow. March 31. Barker and Hignett, Chester
Chetwode, Richard, Leamington Priors, Warwick, Major-General. June 23. Dewes, Nuneaton
Churcher, George, Heath terrace, Penge, Gent. April 12. Rowland, High street, Croydon
Cope, Thomas, Hanley, Stafford, Grocer. March 31. Tennant, Hanley
Davies, Joseph Edmund, Bristol, Accountant. March 31. Hancock and Co, Guildhall, Broad street, Bristol
Edwards, Elizabeth Emily, Brighton, Sussex, Spinster. March 25. Laces and Co, Liverpool
Gilmore, Elizabeth, Ramsgate, Kent. April 21. Gilmore, Trinity Rectory, Ramsgate
Hayward, Catherine Susan, Craven street, Strand. April 21. Davies and Williams, Abchurch house
Hollingsworth, John, Clapham road, Butcher. April 5. Christmas, Walbrook
Johnson, William, Earith, Huntingdon, Farmer. April 1. Watts, Saint Ives
Marten, George, Parkfield, Upper Clapton, Esq. April 19. Thomas and Hollams, Mincing lane
Lillington, George, King's Norton, Worcester, Gent. April 10. Allcock and Co, Birmingham
Lutman, Henry, Landport, Southampton, Gent. April 10. Fox and Robinson, Old Broad street
Penrose, John, Newton-upon-Derwent, York, Farmer. April 6. Powell and Son, Pocklington
Penrose, Mary, Newton-upon-Derwent, York, Widow. April 6. Powell and Son, Pocklington
Powell, Thomas, Bristol, Gent. April 30. Fry and Co, Bristol
Richardson, Mary Jane, Mordenroad, Blackheath Park, Widow. April 15. Smith, Lincoln's inn fields
Shipton, James Maurice, Southsea, Hants, Major 2nd Tower Hamlets Militia. May 31. Harley, Bristol
Smith, James, Albert place, Commercial road, Peckham, Gent. April 8. Stevens, Buckiersbury
Thompson, Jane, York, Widow. April 10. Calvert, York
Unwin, James, Knypersley, Stafford, March 31. Heator, Burslem
Wallace, James, Ardrossan, Optician. March 16. Emslie, Ardrossan
Waller, Leonard, Liverpool, Master Mariner. March 31. Eden and Co, Liverpool

Bankrupts.

FRIDAY, Feb. 28, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Fletcher, Frederick, Globe road, Mile End, Fish Salesman. Pet Feb 26. Spring-Rice. March 13 at 12
Rawley, James Robert, Kingsland road, Oilman. Pet Feb 24. Spring-Rice. March 14 at 11
Savory, John Lindsay, Ledbury road, Bayswater. Pet Feb 26. Roche. March 13 at 12

To Surrender in the Country.

Arculus, William Frederick, Birmingham, Manufacturer's Clerk. Pet Feb 5. Chauntler. Birmingham, March 10 at 11
Dowse, William, Thorpe, Tilney, Lincoln, Farmer. Pet Feb 22. Staniland. Boston, March 12 at 4
Glover, James, Birmingham, Licensed Victualler. Pet Feb 25. Chauntler. Birmingham, March 11 at 2
Jones, Thomas, Roath, Glamorgan, Grocer. Pet Feb 25. Langley. Cardiff, March 13 at 12
Lidbetter, Wybourn, Wednesbromwich, Stafford, Cowkeeper. Pet Feb 26. Watson. Oldbury, March 17 at 11
Snell, Robert, Ross, Hereford, Corn Dealer. Pet Feb 25. Reynolds. Hereford, March 17 at 12.30

TUESDAY, March 4, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Rogers, Frederick, Serle street, Lincoln's inn fields, Architect. Pet Feb 28. Murray. March 18 at 11
Salter, Edward, Queen street, Cheapside, Architect. Pet Feb 27. Pepys. March 21 at 11

To Surrender in the Country.

Barrs, Charles, Towcester, Northampton, Blacksmith. Pet March 1. Dennis. Northampton, March 22 at 12
Cowles, George, Nayland, Suffolk, Butcher. Pet Feb 28. Barns Colchester, March 15 at 3
Hawes, Henry Mullbiex, Abingdon, Berks, Wine Merchant. Pet March 1. Bishop. Oxford, March 19 at 2
Hicks, Samuel, Lympsham, Somerset, Cattle Salesman. Pet Feb 28. Lovibond. Bridgewater, March 19 at 10
Hughes, Eleazer, Peny Groes, Carnarvon, Tailor. Pet Feb 28. Jones. Bangor, March 15 at 11
Pugh, Edward Evans, Pontypool, Monmouth, Provision Merchant. Pet Feb 27. Roberts. Newport, March 15 at 2
Rogerson, Thomas, Ashton-under-Lyne, Lancashire, Flax Spinner. Pet March 3. Hall. Ashton-under-Lyne, March 20 at 11
Scaling, John Armitson, Kingston-upon-Hull, Publican. Pet Feb 27. Phillips. Kingston-upon-Hull, March 17 at 12
Scott, Ralph, Newcastle-upon-Tyne, Commission Agent. Pet Feb 27. Mortimer. Newcastle, March 15 at 11.30

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 28, 1873.

Haswell, John, Sunderland, Durham, Grocer. Feb 25
Spencer, Joseph Henry, Aston, Warwick, Grease Manufacturer. Feb 25

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, Feb. 25, 1873.

Andrews, George Henry, Lamb's Conduit street, Tailor. March 8 at 11, at offices of Scole, Rugby chambers, Chapel street, Bedford row
Atterton, James, Lichfield, Ironfounder. March 10 at 1, at the Old Crown Hotel, Lichfield. Barnes and Russell, Lichfield
Batsford, Jonathan, Charles street, Commercial road, Whitechapel, Licensed Victualler. March 4 at 2, at 12, Hatton garden. Marshall
Beardwood, Matthew, Liverpool, Bootmaker. March 18 at 3, at offices of Ritson, Cable street, Liverpool
Bearpark, John, Copmanthorpe, York, Solicitor's Clerk. March 8 at 4, at the Bay Horse Inn Blossom street, York
Bilby, John, Stanstead Abbotts, Hertford, Travelling Draper. March 13 at 12, at offices of Baker Bishop's Stortford
Burt, Frederick William, Romsey, Southampton, no occupation. March 8 at 11, at offices of Kilby, Portland street, Southampton
Case, Robert, Leicester, Pawnbroker. March 6 at 12, at offices of Owston, Friar lane, Leicester
Chadwick, Daniel, Liverpool, Rope Manufacturer. March 10 at 2, at the Law Association Rooms, Cook street, Liverpool. Martin, Liverpool
Clare, Edward Anderson, Hoxton street, Cheesemonger. March 7 at 3 at offices of Pearce and Son, Gt spur street
Coles, John, Chard, Somerset, Butcher. March 10 at 3, at the Dolphin Inn, Chard. Paull, Ilminster
Collins, Benjamin John, High street, Southwark, Fishmonger. March 10 at 2, at offices of Tower, Lower Thames street
Cooper, Henry Robert, Dawlish, Dorset, Innkeeper. March 15 at 12, at offices of Burnett, South street, Dorchester
Dean, Noel Hodson Marriott, Gorton, Manchester, Grocer. March 10 at 3, at offices of Hardy, St James square, Manchester
Decosmes, Felix, Manchester, Shipper. March 11 at 3, at offices of Addleshaw and Warburton, King street, Manchester
De Lizardi, Joseph Javier, Cannon street, Merchant. March 20 at 12, at the City Terminus Hotel, Cannon street. Ashley and Tee, Frederick's place, Old Jewry
Denton, Edward, Liverpool, Merchant. March 11 at 3, at offices of Masters and Fletcher, North John street, Liverpool
Edden, John, Thame, Oxford, Coach Builder. March 12 at 2, at offices of Arnold, Finsbury pavement
Ehrenfest, Jennett, Julius Adolphus Ehrenfest, and Edward Perceval Vaux, Suffolk Works, Southwark, Oil and Varnish Manufacturers. March 10 at 3, at offices of Dixon and Co, Bedford row
Evans, John Pritchard, Fferam, Anglesey, Farmer. March 8 at 1, at offices of Jones, Carnarvon. Jones and Jones, Portmadoc
Feasby, Thomas, and John Feasby, Willow bridge, York, Farmers. March 10 at 11, at offices of Jackson, Malton
Foss, Richard, Lower Tooting, Surrey, Builder. March 12 at 11, at offices of Jones, Bank buildings, Wandsworth
Gloyn, Walter Francis, Birmingham, out of business. March 5 at 12, at offices of Fallows, Cherry street, Birmingham
Graimes, William, Poynings, Sussex, Grocer. March 17 at 1, at offices Mills, New road, Brighton
Greur, Alfred, Church road, Homerton, Hosier. March 10 at 10, at 28a, Basinghall street. Long
Guillaume, George Huskisson, Southampton, Architect. March 7 at 3, at 2, High street, Southampton. Bradley and Robins, Southampton
Hall, Thomas, Bristol, Bootmaker. March 10 at 2, at offices of Collins, jun, Broad street, Bristol. Beckingham, Bristol
Harrison, Henry and George Dyson, Huddersfield, York, Tea Merchants March 14 at 11, at offices of Sykes, New street, Huddersfield

Hodgkinson, James, Congleton, Chester, Grocer. March 6 at 11, at the Brunswick Hotel, Nantwich road, Crewe. Cooper, Congleton
Holdam, William, Jarrett's place, Old Bethnal Green road, Cabinet Maker. March 10 at 3, at offices of Thwaite's, Basinghall street. Dobie, Basinghall street
Honour, George, Brighton, Sussex, Pianoforte Dealer. March 10 at 12, at 223, Edgware road. Webb, Brighton
Houston, John, Liverpool, Provision Dealer. March 7 at 2, at offices of Roose and Price, North John street, Liverpool. Hunter, jun, Liverpool
Hume, Robert, Coddington, Cheshire, Miller. March 15 at 12, at the Clarence Hotel, Brown street, Manchester. Evans, Manchester
Iliffe, Joseph, Coventry, Ribbon Manufacturer. March 13 at 11, at offices of Seymour, St Mary's street, Coventry
King, William, Newport, Isle of White, Licensed Victualler. March 10 at 10, at the Windsor Hotel, Windsor terrace, Southampton. Joyce, Newport
Lamble, John, Plymouth, Devon, Innkeeper. March 11 at 12, at office of Brian, Freemasons' Hall, Cornwall street, Plymouth
Lascelles, Charles Thomas Evans, Trinity street, Rotherithe, Cooper. March 6 at 2, at offices of Blackford and Riches, Great Swan alley, Moorgate street
Law, Thomas, Toll End, Tipton, Stafford, Publican. March 7 at 11, at offices of Topham, High street, West Bromwich
Lazenby, Robert, York, Riccall, near Selby, Farmer. March 12 at 3, at the Seawin's Hotel, York. Green, Bradford
Mayhew, William Pead, Bailey, Suffolk, Grocer. March 17 at 2, at office of Andrew, Church street, Woodbridge
Mitchell, George, Portsea, Hants, Pork Butcher. March 6 at 11, at offices of Wainscot, Union street, Portsea
Newham, William, Brushfield street, Bishopsgate street Without, Saddler. March 11 at 3, at offices of Thwaite, Basinghall street. Dobie, Basinghall street
Norman, Frederick James, Tewkesbury, Gloucester, Grocer. March 7 at 2.30. at the Spread Eagle Hotel, Gloucester. Moores and Romney, Tewkesbury
Nurse, Edwin William, Liverpool, Printer. March 12 at 3, at office of Masters and Fletcher, North John street, Liverpool
Parfitt, William, Bristol, Gasfitter. March 6 at 11, at offices of Clifton, Corn street, Bristol
Parry, John, jun, Denbigh, Innkeeper. March 7 at 11, at the Bull Inn, Denbigh. Williams and Wynne, Denbigh
Phillips, Thomas, Abersychan, Monmouth, Innkeeper. March 10 at 11 at offices of Williams, Bank chambers, Newport
Pitchforth, William, Liverpool, out of business. March 14 at 2, at 31, the Temple, Liverpool. Lowe, Liverpool
Powell, Albert, Birmingham, Painter. March 10 at 12, at offices of Ladbury, Newhall street, Birmingham
Richards, Samuel, Truro, Cornwall, Boot Manufacturer. March 11 at 11, at offices of Waterman and Co, Rupert street, Stone Bridge, Bristol. Caryle and Paull, Truro
Roberts, John, Bangor, Carnarvon, Innkeeper. March 9 at 2, at the Railway Hotel, Bangor, Jones, Menai Bridge
Scholefield, Joshua Sellers, Halifax, Machinist. March 11 at 11, at office of Craven, Strand, Todmorden
Seddons, Arthur James, Burton road, Brixton, Architect. March 5 at 2, at the Goddard Arms Hotel, Swindon. Hilbery, Crutched friars
Shaw, Allen, and Nathan Shaw, Bolton, Lancashire, Dyers. March 11 at 2, Ryley, Mawdsley street, Bolton
Sheppard, Alfred, King's Heath, Worcester, Licensed Victualler. March 5 at 10, at offices of East, Colmore row, Birmingham
Sherwood, Henry John, Gloucester, Grocer. March 11 at 2, at office of Jones, Eldon chambers, Berkeley street, Gloucester
Simon, Albert Martin, Birmingham, Clothier. March 8 at 11, at offices of Cotterell, Newhall street, Birmingham
Skevington, Robert William, Bedford, Farmer. March 7 at 2, at offices of Jessopp, Harpur street, Bedford
Slack, Thomas, Longton, Stafford, Farm Labourer. March 6 at 11, at offices of Welch, Caroline street, Longton
Snooks, John, and James Snooks, Sussex place, Hammersmith, Grocers. March 7 at 4, at 50, Masbro' road North, Hammersmith. Pullen, King street, Cheapside
Stevens, John, Brixworth, Northampton, Farmer. March 7 at 11, at offices of Andrew, Brixworth
Topman, George, Birmingham, Tailor. March 6 at 10, at offices of East, Colmore row, Birmingham
Turner, Albert, Rotherham, York, Saddler. March 12 at 12, at offices of Marsh, Westgate, Rotherham
Vaux, Edward Percival, Mark lane, Colour Merchant. March 11 at 2, at offices of Sykes, Saint Swithin's lane
Waite, William Plant, York, Commercial Traveller. March 7 at 3, at offices of Grayston, jun, New street, York
Walker, James Alfred, Wandsworth road, Grocer. March 6 at 3, at offices of Day, Bloomsbury square. Harrison, Furnival's inn
Watson, Henry, Huddersfield, York, Grocer. March 10 at 3, at the Clarence Hotel, Spring gardens, Manchester. Leigh, Manchester
Webb, Edward, Manchester, out of business. March 19 at 3, at offices of Griffin, Bennett's hill, Birmingham
Webb, Henry Chalk, Hereford, out of business. March 4 at 11, at offices of Tree, Bond street, Worcester
Wesley, Robert Glenn, Hadley common, Middlesex, Professor of Music. March 12 at 3, at offices of Wood and Hare, Basinghall street
Westfield, George John, Leyton College, Essex, Schoolmaster. March 12 at 10, at offices of Brighton, Bishopsgate street Without
Whitelocke, Bulstrode Henry, Wellington square, King's road, Chelsea, Clerk. March 10 at 4, at offices of Dyte and Leader, Fleet street. Jones, King's bench walk, Temple
Wibley, Alfred, Cambridge, Brewer. March 10 at 12, at the Red Lion Hotel, Petty Cury, Cambridge. Ellison, Cambridge
Woodcock, Thomas, Loughborough, Leicester, Tailor. March 11 at 12, at offices of Deane and Lickorish, Market place, Loughborough
Woolgrove, Thomas, Little Tew, Oxford, Builder. March 12 at 2, at offices of Vernede, Craven street, Charing Cross

FRIDAY, Feb. 29, 1873.

Adams, Abraham, and William Kirby, Bristol, Contractors. March 13 at 2, at offices of Milne, Albion chambers, Bristol. Beckingham, Bristol

Ash, Thomas Leaves, Seaham Harbour, Durham, Block Maker. March 12 at 12, at offices of Wright, John street, Sunderland. Ash
Avenell, Alfred George, Cambridge heath road, Packing Case Manufacturer. March 17 at 3, at offices of Cooper Brothers and Co, George street, Mansion House, Hillyer & Co, Fenchurch street
Bernal, Joseph, Rotherfield street, Islington, out of business. March 15 at 12, at offices of Lovett, King William street, London bridge
Blythe, David, Manchester, Draper. March 13 at 3, at offices of Addleshaw and Warburton, King street, Manchester
Brown, John, Wisbech, Cambridge, Draper. March 13 at 12, at offices of Ollard and Welchman, Wisbech. Coulton and Beloe, King's Lynn
Brown, John, Cambridge, Tailor. March 17 at 2, at offices of Wayman, Silver street, Cambridge
Burwood, William, Great Yarmouth, Norfolk, Builder. March 18 at 12, at offices of Blake, Hall Quay chambers, Great Yarmouth. Palmer, Great Yarmouth
Bushell, Thomas Tomlin, Ash-next-Sandwich, Kent, Miller. March 13 at 1, at the Bell Hotel, Strand street, Sandwich. Emmerson, Sandwich
Campbell, Malcolm, Sheffield, Boot Dealer. March 14 at 12 at offices of Fretson, Bank street, Sheffield
Chaffer, Thomas, Burnley, Lancashire, Bridge Master. March 10 at 3, at offices of Barrell and Rodway, Lord street, Liverpool
Chown, John James, Kent street, Southwark, Licensed Victualler. March 19 at 2, at offices of Allen, Carlisle street, Soho square
Clark, James, Manchester, Potato Salesman. March 17 at 3, at offices of Heath and Sons, Swan street, Manchester
Cockayne, Ben Hawkridge, Nottingham, Solicitor. March 17 at 12, at offices of Heath, Saint Peter's Church Side, Nottingham
Cole, Charles, Azenby square, Peckham rye, Dealer in Cigars. March 8 at 4, at 6, Argyll street, Regent street. Frogatt
Cooper, Arthur, Leicester, Boot Manufacturer. March 13 at 2, at the Bell Hotel Leicester. Fowler and Smith, Leicester
Coultas, John, Pocklington, York, Miller, March 14 at 11, at the Feathers' Inn, Pocklington. Dale, York
Evans, Daniel, Cheltenham, Gloucester, Auctioneer. March 14 at 10, at offices of Smith, Grosvenor place, Cheltenham
Favre, Ernest, Monkwell street, Merchant. March 14 at 11, at offices of Philpott, Guildhall chambers, Basinghall street
Garstang, James Henry and Gerald Edward Willett, Blackburn, Lancashire, Engineers. March 18 at 3, at the Clarence Hotel, Spring gardens, Manchester. Boote and Edgar, Manchester
Grainge, Frederick, Cannon terrace, Cambridge road, Butcher. March 12 at 11, at 168, Marylebone road. Berkeley
Greenacre, Charles, North Walsham. March 11 at 11, at offices of Clabburn, London street, Norwich
Gwinnell, Richard Clifford, New Brighton, Chester, Painter. March 14 at 2, at offices of Gibson and Bolland, South John street, Liverpool
Hagger, William, Brick lane, Spitalfields, Licensed Victualler. March 8 at 12, at offices of Daniel, Chancery lane
Hall, Edward, Newport, Monmouth, Grocer. March 14 at 2 at the White Lion Hotel, Broad street, Bristol. Williams and Co, Newport
Hayes, Stanley Hamilton, Chatham, Kent, Clerk in Holy Orders. March 15 at 11, at offices of Stephenson's, New road, Chatham
Hellier, Henry, Dockhead, Bermondsey, Butcher. March 10 at 3, at offices of Hicklin and Washington, Trinity square, Southwark
Hollist, Sarah Heaton, and Hannah Heaton Hollist, Adelaide road, South Hampstead, Proprietors of a Ladies' Boardings School March 11 at 2, at offices of Cogswell, Gracechurch street. Daniels, Gracechurch street
Hornby, Thomas, South Shields, Durham, Grocer. March 18 at 12, at 10, King street, South Shields. Purvis
Howell, Walter Robert, Bermondsey New road, Cheesemonger. March 10 at 11, at offices of Hicks, Collett road, Bermondsey
Humphris, Charles, Bedlam Farm, near Cheltenham, Gloucester, Farmer. March 17 at 10, at offices of Marshall, Essex place, Cheltenham
Ireland, George, Salisbury street, Portman market, Baker. March 17 at 2, at offices of Pook and Son, Mitre court, Temple
Jervis, James George, Tachbrook street, Pimlico, Leather Seller. March 14 at 3, at offices of Fulagar, Renfrew road, Lower Kennington lane
Jones, David Powell, Hackney road, Draper. March 13 at 3, at offices of Piesse and Son, Old Jewry chambers
Knight, James, Newport, Pagnell, Buckingham, Boot Maker. March 11 at 1, at the North Western Hotel, Wolverton. Bull, Newport, Pagnell
Lowthorpe, George, Cator street, Peckham, Warehouseman. March 24 at 3, at offices of Holloway, Ball's Pond road, Islington. Cauld, South square, Gray's inn
Marshall, John, Collumpton, Devon, Baker. March 14 at 1, at offices of Rogers, Gandy street, Exeter
Milner, Henry, Killinghall, York, Draper, March 11 at 1, at offices of Powell and Co, Albert street, Harrogate. Dale, York
Morris, Charles, Baschurch, Salop, Innkeeper. March 14 at 2, at the Crown Hotel, Shrewsbury. Salter, Ellesmere
Nunn, William, Duxford, Cambridge, Builder. March 13 at 3, at offices of Glinn, Alexandra street, Petty Cury
Oscar, Marks, Hutchison street, Aldgate, Clothier. March 10 at 10, at offices of Dobson, Southampton buildings
Paine, George, Woolwich, Kent, Boot Maker. March 7 at 2, at offices of Maniere, Gray's inn square
Palmer, William, Church road, Southgate road, out of business. March 17 at 1, at offices of Lovett, King William street
Parker, Henry, Liverpool, Licensed Victualler. March 12 at 3 at offices of Jones, Harrington street, Liverpool
Partridge, William, Wednesbury, Stafford, Corn Dealer. March 12 at 12, at offices of Cresswell, Bilston street, Wolverhampton
Perry, Benjamin, Lower Gornal, Stafford, Grocer. March 13 at 11, at offices of Warmington, Castle street, Dudley
Pestell, John, Stokenchurch, Oxford, Lace Dealer. March 13 at 2, at the Railway Tavern, High Wycombe
Pilkington, William, Manchester, Merchant. March 20 at 3, at offices of Boote and Edgar, George street, Manchester
Powell, Henry, Shrewsbury, Salop, Licensed Victualler. March 12 at 11, at offices of Morris, Swan hill, Shrewsbury
Pratt, William Henry, Radford, Nottingham, Machine Builder. March 17 at 3, at offices of Belk, High pavement, Nottingham

Redmill, Robert, Nottingham, Shoeing Smith. March 18 at 3, at offices of Belk, High pavement, Nottingham

Roberts, John Ellis, Denbigh, Seedsman. March 14 at 2, at the Crown Hotel, Denbigh. Gold and Co, Denbigh

Roberts, Robert, Towyn, Carnarvon, Coal Merchant. March 15 at 11, at the Cross Keys Inn, Saint Paul's square, Liverpool. Jones, Conway

Row, William Henry, Gaywood, Norfolk. Farmer. March 10 at 2, a offices of Glasier and Mason, King's street, King's Lynn

Rushworth, James, Buxton, Derby, Dealer in Wines. March 13 at 1, at the Grand Jury Room, County Hall, Saint Mary's gate, Derby. Ryalls and Son, Sheffield

Rutherford, Robert, Gateshead, Durham, Cart Proprietor. March 12 at 12, at offices of Macdonald, Mosley street, Newcastle-upon-Tyne

Sambrook, Thomas, Burslem, Stafford, Grocer. March 5 at 11, at offices of Sutton, Hill-top, Burslem

Scriven, Harriett, Cheltenham, Gloucester, Lodging House Keeper. March 14 at 10, at office of Marshall, Essex place, Cheltenham

Seaman, Edwin, Harbury, Warwick, Farmer. March 17 at 11, at the Court house, Southam. Davies, Southam

Smethurst, William, Bolton, Lancashire, Milliner. March 14 at 2, at offices of Ryley, Mawdsley street, Bolton

Smith, George Hugh, Eleanor road, Grocer. March 22 at 3, at office of Holloway, Bell's Pond road, Islington. Child Grays inn

Snell, William David, Southtown, Suffolk, Smack Owner. March 14 at 12, at offices of Blake, Hall Quay chambers, Great Yarmouth. Palmer, Great Yarmouth

Spearing, Thomas, Spring grove, Kingston, Surrey, Builder. March 15 at 3, at offices of Sherard, Lincoln's inn fields

Sutcliffe, William, and Henry Sherwood Brooke, Bradford, York, Soap Boilers. March 12 at 11, at offices of Berry and Robinson, Charles street, Bradford

Taylor, Thomas, Weston-super-Mare, Somerset, Builder. March 8 at 11, at offices of Essery, Guildhall, Broad street, Bristol

Toovey, Thomas, Crondall, Hants, Baker. March 10 at 12, at offices of Eve, Victoria road, Aldershot

Tyler, George, Cricklade, Gloucester, Innkeeper. March 17 at 3, at offices of Chesshyre, Regent street, Cheltenham

Ward, George, Mostyn terrace, Brixton, George Ward, jun, and Leopold Caspari, Fitfield street, Hoxton, Confectioners. March 12 at 12, at offices of Dubois, Gresham buildings, Basinghall street. Murray

Williams, John Griffith, Blaenavon, Monmouth, Brewer. March 19 at 1, at offices of Barnard and Co, Albion chambers, Bristol. Gibbs, Newport

Woolley, George, Birmingham, Jeweller. March 11 at 4, at offices of Parry, Bennett's hill, Birmingham

Young, Richard, Tonbridge Wells, Kent, Brickmaker. March 10 at 11, at the Railway Hotel, Wadhurst. Palmer, Tonbridge

TUESDAY, March. 4, 1873.

Appleton, James, Whitcombe street, Pall Mall East, Chimney Sweep. March 13 at 10, at offices of Haynes, Manchester street. Manchester square

Bailey, Matthew, Saddleworth, York, Shawl Manufacturer. March 20 at 3, at offices of Sale and Co, Booth street, Manchester

Barnes, James, Reedham, Norfolk, Millwright. March 25 at 12, at office of Blake, Hall Quay chambers, Great Yarmouth. Palmer, Great Yarmouth

Bayley, William Bullivant, Ramsgate, Kent, Saddler. March 22 at 12, at offices of Towne, Grosvenor place, Margate

Belt, John, Park lane, Tottenham, Butcher. March 20 at 2, at offices of Poole, Bartholomew close

Bill, Alfred Augustus, Birmingham, Glass Paper Manufacturer. March 19 at 3, at office of Green, Waterloo street, Birmingham

Bird, Francis Edward Knowles, Champion terrace, Wandsworth, Lieutenant. March 20 at 2, at offices of Picard, Saint James's street, Piccadilly. Burnard

Bonson, George, and David Wheatly, Wakefield, York, Coal Merchants. March 17 at 2, at office of Harrison and Smith, Chancery lane, Wakefield

Brittain, Henry, Birmingham, Jewellers. March 14 at 3, at offices of Maher, Upper Temple street, Birmingham

Burgess, Thomas, and Henry Burgess, Milton Keynes, Bucks, Coal Dealers. March 17 at 3, at the Swan Hotel, Newport Pagnell. Bull, Newport Pagnell

Carpenter, John, Shirley, Warwick. March 12 at 11, at office of Davies, Bennett's hill, Birmingham

Carver, Thomas Cave, and Richard Kendall, Leicester, Ale Merchants. March 20 at 2, at offices of Fowler and Smith, Hotel street, Leicester

Chapman, James Wheeler, Hill street, Upper Clapton, Boot Maker. March 17 at 4, at offices of Peddell, Guildhall chambers, Basinghall street

Chawner, Henry, Battersea bridge road, out of business. March 14 at 1, at offices of Barron, Queen street Cannon street

Dandridge, Francis, Northcourt Farm, Abingdon, Berks. March 15 at 2, at the Crown and Thistle Hotel, Bridge street, Abingdon. Morland

Decosmes, Felix, Manchester, Shipper. March 11 at 3, at offices of Addleshaw and Warburton, King street, Manchester

Fagg, George, King's road, Chelsea, Hosier. March 17 at 2, at office of Cooper and Co, Cheapside. Rae, Mincing lane

Ford, William, Ainsdale, Lancashire, Farmer. March 18 at 12, at office of Fowler and Carruthers, Clayton square, Liverpool

Foster, Charles, Great Ormond street, Queen street, Hair Dresser. March 12 at 3, at office of Marshall, Lincoln's inn fields

Gammon, William, Strewan place, King's road, Chelsea, Bailiff. March 19 at 11, at office of Jones, Bank buildings, Wandsworth

Garstang, James, Clitheroe, Lancashire, out of business. March 27 at 2, at the Clarence Hotel, Spring gardens, Manchester. Hall and Baldwin, Clitheroe

Gauderton, Ellen, Kingston-upon-Hull, Milliner. March 10 at 2, at the George Hotel, Whitefriargate, Kingston-upon-Hull. Laverack, Hull

Girling, Isaac, Charsfield, Suffolk, Wheelwright. March 21 at 3, at offices of Moulton, New street, Woodbridge. Welton

Gloss, Thomas, Weston-super-Mare, Somerset, Builder. March 17 at 1.30, at the Railway Hotel, Weston-super-Mare. Reed and Cook, Bridgewater

Griffiths, William, Festiniog, Merioneth, Innkeeper. March 19 at 12, at the Commercial Hotel, Portmadoc. Roberts, Four Crosses, Festiniog

Hales, John, Nottingham, Hair Dresser. March 17 at 12, at offices of Ashwell, Middle pavement, Nottingham

Hall, Thomas, Powis street, Woolwich, Cabinet Maker. March 14 at 2, at offices of Maniere, Grays inn square

Hall, William, jun. South Shields, Durham, Bootmaker. March 17 at 12, at offices of Bell, King street, South Shields

Harley, David Trail, Bradford, York, Bookseller. March 19 at 3, at offices of Lees and Co, New Ivegate, Bradford

Hartley, Thomas, Denholme Clough, York, Worsted Manufacturer. March 13 at 10, at offices of Berry and Robinson, Charles street, Bradford

Harvey, William Francis, Tredegar, Monmouth, Draper. March 17 at 3, at offices of Jones, Frogmore street, Abergavenny

Holden, James, Walsall, Stafford, Chain Maker. March 18 at 3, at offices of Glover, Park street, Walsall

Holgate, William, Bolton, Lancashire, Eating house Keeper. March 19 at 3, at offices of Dutton, Acresfield, Bolton

Huddleston, Thomas, Hulme, Manchester, Boot Maker. March 24 at 3, at offices of Storer, Fountain street, Manchester

Hughes, Hubert, Bridgnorth, Salop, Chemist. March 17 at 11, at office of Morris, Swan hill, Shrewsbury

Joel, Isaac, Kentish Town road, Dairyman. March 13 at 2, at offices of Dubois, Gresham buildings, Basinghall street. Maynard, Clifford's inn

Keetch, Isaac William, Stevington, Bedford, Farmer. March 21 at 11, at offices of Whyley and Piper, Dame Alice street, Bedford

Kidd, Samuel George, Kingston-upon-Hull, Seed Crusher. March 14 at 2, at the Kingston Hotel, Kingston-upon-Hull. Roberts and Leak

King, George, Sheffield, Draper. March 14 at 11, at offices of Webster, Hartshead, Sheffield

Lliles, John, Pontypool, Monmouth, Brewer. March 17 at 12, at offices of Lloyd, Bank chambers, Newport

Lund, George, and James Lund, Leadenhall street, Merchants. March 18 at 11, at offices of Miller and Smith, Salter's Hall court, Cannon street

Machell, Smith, Earlsheaton, York, Woollen Manufacturer. March 14 at 3, at the Royal Hotel, Dewsbury. Ibberson, Dewsbury

Mackie, William, Manchester, Woollen Merchant. March 21 at 11, at offices of Grundy and Coulson, Booth street, Manchester

Mann, William, and William Charles Mann, Gloucester, Watchmakers. March 17 at 2, at the Queen's Hotel, New street Station, Birmingham. Jones, Gloucester

Maund, William Francis, Tasley, Salop, Farmer. March 13 at 11, at the Crown Hotel, Bridgnorth. Backhouse, Bridgnorth

Meadows, Robert George, Hyde, Hendon, Carpenter. March 14 at 4, at the Midland Hotel, Hendon. Froggatt, Argyle street, Regent street

Mosely, Simeon, Kingston-upon-Hull, Surgeon. March 20 at 11, at 6, Whitefriar gate, Kingston-upon-Hull. Wilson

Parker, Jonathan, Westow street, Upper Norwood, Grocer. March 14 at 2, at the Guildhall Tavern, Gresham street. Chipperfield and Sturt, Trinity street Southwark

Pearce, Henry Muirhead, Great Grimsby, Lincoln, Fishing Smack Owner. March 13 at 2.30, at the Royal Hotel, Great Grimsby. Laverack, Hull

Peck, John James, Eastlake road, Coldharbour lane, Milkman. March 18 at 1, at offices of Barron, Queen street, Cannon street

Pepper, Alfred, Scarborough, Grocer. March 17 at 3, at offices of Drawbridge and Rowntree, Newborough street, Scarborough

Philippart, Jacques Daniel, Richmond, Surrey, Schoolmaster. March 18 at 2, at the Law Institution, Chancery lane. Foster, King's road, Gray's inn

Pidwell, Charles, Saint Austell, Cornwall, Coal Merchant. March 18 at 3, at the White Hart Hotel, Saint Austell. Shilson and Co, Saint Austell

Rees, David, Haverfordwest, Draper. March 14 at 11, at offices of Price, Dew street, Haverfordwest

Ridge, John, Taunton, Somerset, Fishmonger. March 18 at 12, at offices of Trenchard and Blake, Registry place, Taunton

Riley, John, Bradford, York, Draper. March 15 at 11, at offices of Wood and Killick, Commercial Bank buildings, Bradford

Sadler, William, Gloucester, Tailor. March 17 at 11, at offices of Jaynes, Clarence street, Gloucester. Evans

Sawbridge, William, Coventry, Draper. March 20 at 3, at offices of Twist and Sons, Hertford street, Coventry

Shaw, William George, Bradford, York, Coal Agent. March 11 at 11, at offices of Rhodes, Duke street, Bradford

Smith, William Munro, Walton-on-the-Hill, near Liverpool, Baker. March 13 at 3, at offices of Teebay and Lynch, Sweeting street, Liverpool

Stevens, Stephen, Southsea, Southampton, Fruiterer. March 14 at 4, at offices of King, Union street, Portsea

Strain, William, Hulme, Lancashire, Cabinet Maker. March 14 at 3, at offices of Hardy, Saint James's square, Manchester

Sutton, Henry, Linhurst, Worcester, Blacksmith. March 17 at 11, at the Roebuck Inn, High street, Bromsgrove. Collis, Stourbridge

Taylor, Benjamin, Milnsbridge, York, Draper. March 19 at 11, at offices of Bottomley, New street, Huddersfield

Taylor, James, Elton-within-Bury, Lancashire, Travelling Draper. March 17 at 3, at offices of Grundy and Co, Union street, Bury, Lancashire

Thomas, Thomas, Alpha square, Walworth, out of business. March 13 at 10, at 28, Basinghall street. Long

Toplis, Robert Cutt, Rotherham, York, Printer. March 12 at 12, at offices of Fairburn, Bank street Sheffield

Tringham, Francis John, Davenham, Cheshire, Draper. March 17 at 3, at the White Bear Hotel, Piccadilly, Manchester. Fletcher, Northwich

Vickers, William, Sheffield, Tailor. March 17 at 3, at offices of Binney and Sons, Queen street, Sheffield

Waterson, John Paterson, Forest hill, Builder. March 18 at 3, at office of Crough and Spencer, Gray's inn square

Wetherhead, Emile, Florence street, Upper street, Islington, Assistant to a Chemist. March 12 at 2, at 12, Hatton Garden. Marshall

Whiting, George Edward, Landport, Hants, Licensed Victualler. March 14 at 3, at offices of Blake, Union street, Portsea

Williams, Shadrach, Aston, Birmingham, Ironfounder. March 17 at 3, at offices of Jaques, Cherry street, Birmingham
Wilson, Alexander, Lemington Priors, Warwick, Bookseller. March 22 at 2, at offices of Greenway and Co, Jury street, Warwick
Wimpory, George, Manchester, Boot Maker. March 25 at 3, at offices of Diggles, Cooper street, Manchester
Wood, John, Leeds, Provision Dealer. March 17 at 2, offices of Simpson and Burrell, Albion street, Leeds

(CONTINUED ON NEXT PAGE.)

THE FOREIGN AND COLONIAL GAS COMPANY'S PROSPECTUS

(CONTINUED).

We may congratulate ourselves upon having a most valuable property, and one that cannot fail to increase yearly in value.

ESTIMATED REVENUE FROM TUNIS.

Mr. Colley estimates the result of the Company's working as follows:—

Public Lamps...	£16,000	
Private Consumers	12,500	
	£28,500	
Deduct Working Expenses (60 per cent.)	17,100	
	£11,400	
Profit on Fittings, Sale of Coke, Tar, &c.	1,000	
	£12,400	Net Revenue.

Or over 15 per cent. on the cost of the Works.

GROSS REVENUE ITALIAN CONCESSIONS.

The following estimate of the gross revenue of the Italian Concessions is extracted from Mr. Simmelkjoer's Report:—

Suburbs of Naples	£34,834
Caserta, &c.	16,061
Total	£50,895

GENERAL ESTIMATE OF PROFITS FROM THE ABOVE REVENUES.

Tunis—Revenue	£28,500	
Less 60 per cent.	17,100	
	11,400	
Profit on selling Coke	1,100	
		£12,400
Caserta—Revenue	£16,061	
Suburbs of Naples	34,834	
	50,895	
Less 62½ per cent.	31,809	
		£19,086
		£31,486

Or equal to about 13 per cent. on the total amount of the Ordinary and Preference Share Capital.

In order to complete the various works of the Company, it is proposed to raise £75,000 by a first issue of 7,500 Preference Shares of £10 each, bearing Interest at the rate of 10 per cent. per annum, which Shares shall be entitled to participate with the Ordinary Shares in balance of Dividends exceeding that amount.

It will be seen that the Present Issue is not only well secured by works already completed and in operation, but that it will participate to the full extent in other profitable works which the Company has it now in its option to undertake.

The Directors anticipate that with judicious and economical management not only will large dividends of 15 or 20 per cent. be realised, but that the whole of the original capital will be reimbursed to the Shareholders within the various periods of the Concessions.

Copies of the contracts entered into by the Company, and a copy of the Memorandum and Articles of Association, may be inspected at the Offices of the Company, 26, Budge-row.

Applications for Shares may be made on the annexed Form, which can be obtained at the Offices of the Company, or their Bankers.

THE FOREIGN AND COLONIAL GAS COMPANY (LIMITED).

FORM OF APPLICATION.

For 10 Per Cent. Preference Shares

To the Directors of the Foreign and Colonial Gas Company (Limited).

Gentlemen,—Having paid to your Bankers a deposit of £ , I request that you will allot me Preference Shares of £10 each of the Foreign and Colonial Gas Company (Limited), and I engage to accept them or any smaller number which may be allotted to me, and to make the remaining payments thereon, in accordance with that Prospectus.

Name at full length.....
Address .....
Occupation .....
Date .....
Signature .....

(Addition to be signed if the Applicant wishes to pay up the whole of the instalments in one payment.)

I desire to pay up the above Shares in full in one payment.

Signature .....

UNIVERSITY OF LONDON.

NOTICE is HEREBY GIVEN, that on WEDNESDAY, 30th of April next, the Senate will proceed to elect Examiners in the following departments:—

Examinerships.	Salaries (Each).	Present Examiners.
Arts and Science.		
Two in Classics	£200	Rev. Dr. Holden, M.A. R. C. Jebb, Esq., M.A.
Two in the English Language, Literature, and History	£120	J. G. Fitch, Esq., M.A. Prof. Henry Morley.
Two in the French Language	£100	Prof. Cassall, LL.D. Gustave Masson, Esq., B.A.
Two in the German Language	£50	R. Rost, Esq., Ph.D. Rev. C. Schoell, Ph.D.
Two in the Hebrew Text of the Old Testament, the Greek Text of the New Testament, the Evidences of the Christian Religion, and Scripture History	£50	W. Aldis Wright, Esq., M.A. Vacant.
Two in Logic and Moral Philosophy	£80	Rev. John Venn, M.A. Vacant.
Two in Political Economy	£30	Prof. T. E. Cliffe Leslie, LL.B. Vacant.
Two in Mathematics and Natural Philosophy	£200	Prof. H. J. S. Smith, LL.D., F.R.S. Prof. Sylvester, LL.D., F.R.S.
Two in Experimental Philosophy	£100	Prof. W. G. Adams, M.A., F.R.S. Vacant.
Two in Chemistry	£175	H. Debus, Esq., Ph.D., F.R.S. Prof. Odling, M.B., F.R.S.
Two in Botany and Vegetable Physiology	£75	Vacant. Thomas Thomson, Esq., M.D., F.R.S.
Two in Geology and Palæontology	£75	Prof. Duncan, M.B., F.R.S. Prof. Morris, F.G.S.
Laws.		
Two in Jurisprudence, Roman Law, Principles of Legislation, and International Law	£100	Prof. Bryce, D.C.L. T. Erskine Holland, Esq., B.C.L., M.A.
Two in Equity and Real Property Law	£50	Herbert H. Cozens-Hardy, Esq., LL.B. Vacant.
Two in Common Law and Law and Principles of Evidence	£50	Farrer Herschell, Esq., B.A., Q.C. Henry Matthews, Esq., LL.B., Q.C., M.P.
Two in Constitutional History of England	£25	Prof. Sheldon Amos, M.A. Prof. Courtney, M.A.
Medicine.		
Two in Medicine	£150	J. Syer Bristowe, Esq., M.D. Vacant.
Two in Surgery	£150	John Birkett, Esq., F.R.C.S. Prof. John Marshall, F.R.S.
Two in Anatomy	£100	Prof. G. Viner Ellis, F.R.C.S. Vacant.
Two in Physiology, Comparative Anatomy, and Zoology	£150	Prof. Michael Foster, M.D., F.R.S. Vacant.
Two in Obstetric Medicine	£75	Robert Barnes, Esq., M.D. Prof. Grailly Hewitt, M.D.
Two in Materia Medica and Pharmaceutical Chemistry	£75	T. R. Fraser, Esq., M.D. Vacant.
Two in Forensic Medicine	£50	Arthur Gamgee, Esq., M.D., F.R.S. Prof. Henry Maudsley, M.D.

The Examiners above named are re-eligible, and intend to offer themselves for re-election.

Candidates must send in their names to the Registrar, with any attestation of their qualifications they may think desirable, on or before Tuesday, March 25th. It is particularly desired by the Senate that no personal application of any kind be made to its individual Members.

By order of the Senate,

Burlington-gardens, March 4th, 1873. WILLIAM B. CARPENTER, M.D., Registrar.